

**U.S. DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Madhuri Trivedi

Plaintiff,

v.

General Electric Company,

Address: General Electric Company

41 Farnsworth Street

Boston, MA 02210,

GE Healthcare,

Address: General Electric Company

41 Farnsworth Street

Boston, MA 02210,

**Larry Culp, CEO of GE in his individual
and official capacity,**

Address: General Electric Company

41 Farnsworth Street

Boston, MA 02210

GE board of directors,

Address: General Electric Company

41 Farnsworth Street

Boston, MA 02210,

**Fragomen, Del Rey, Bernsen & Loewy,
LLP**

Address: 1400 Broadway, New York, NY

10018, United States

Jenny Schrager, Partner at Fragomen,

Case No.: **1:19-cv-11862-PBS**

Judge: Chief Judge Patti B. Saris

Magistrate Judge: M. Page Kelley

**SECOND AMENDED COMPLAINT
AND REQUEST FOR INJUNCTION**

Whistleblower Retaliation under Dodd-
Frank Act, 15 U.S.C. § 78u-6(h);
SEC Rule 17 CFR § 240.21F-2

Securities Exchange Act of 1934, 15
U.S.C. 78j(b), Rule 17 C.F.R. 240.10b-5

Wrongful termination in violation of
public policy

Violations of whistleblower protections
under Sarbanes-Oxley Act, 8 U.S.C. Â§
1514A, et seq., Pub. L. [107-204](#)

8 U.S.C. § 1324b(a)(1), 8 U.S.C. § 1324b
(a)(5) Prohibition Of Intimidation Or
Retaliation

Disparate treatment, intentional
discrimination and retaliation in
violation of Title VII

45 CFR § 160.316 Refraining from
intimidation or retaliation, Public Law
104-191.

Violation of Dodd Frank act –
Section 1036 - 12 U.S. Code
§ 5536(a)(1) and 12 U.S. Code
§ 5536(a)(3)
Section 1057, Consumer Financial
Protection Act (CFPA), 12 U.S.C.
5567

Del Rey, Bernsen & Loewy, LLP in her individual and official capacity
Address: 1400 Broadway, New York, NY 10018, United States,

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Foley & Mansfield law firm,
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John Dineen –Former CEO of GE and Former CEO of GEHC, official and individual capacity

Address: General Electric Company
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Mike Hash, former CTO of GEHC, official and individual capacity
Address: General Electric Company
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45 CFR § 164.530(g) standard:
refraining from intimidating or retaliatory acts
National Defense Authorization Act -
NDDA, 10 U.S.C. §2409 Subpart 203.9

Breach of the implied covenant of good faith and fair dealing
Breach of contract good faith,
Breach of fiduciary duty

Promissory estoppel, equitable estoppel,

Equitable tolling

9 U.S. Code § 12,
9 U.S. Code § 10(a)(3),
9 U.S. Code § 10(a)(2) 9 U.S. Code § 10(a)(1) and challenging arbitration award under common law

Jury trial demanded.

Date Action filed:

1 Boston, MA 02210,

2
3 **David Mehring**, engineering manager
4 GEHC, official and individual capacity
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13 **Adam Holton**, senior HR manager GEHC,
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19 **Mike Truman**, HR manager GEHC
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24 **Ayesha Khan**, HR manager GEHC,
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8 **Tim Kottak**, CTO of GEHC services,
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13 **David Elario**, General Manager of GEHC
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2 **Diane Smith**, HR manager GEHC, official
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8 **Dipti Patel**, Project lead, GEHC, official
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13 **Nate Davis**, Architect, GEHC, official and
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18 **Greg Stratton**, Lead system Integrator
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24 **Bill Barbiuax**, architect, GEHC, official
25 and individual capacity

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1 **Reema Poddar**, Senior leader of GE
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7 **Ward Bowman**, Engineering manager, GE
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Minneapolis, MN 55403

Defendants.

SECOND AMENDED COMPLAINT AND REQUEST FOR INJUNCTION

Plaintiff Madhuri Trivedi("Plaintiff"), for causes of action against all defendants **in this**

SECOND AMENDED Complaint for Damages ("SECOND AMENDED Complaint") as follows:

TABLE OF AUTHORITIES

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GE public alert in 2018 Cybersecurity vulnerability

1. Frank Abagnale, the infamous impostor from Catch Me If You Can, said

“Every breach, without exception, happens because somebody in that company did something they weren’t supposed to do or somebody failed to do something they were supposed to do— didn’t fix its tech, it didn’t update patches, so the hackers got millions of pieces of data.”

2. Plaintiff Madhuri who didn't work for the government nor had union protections, blowing whistle given that HER H1B and whole greencard in GE’s hand and anything would jeopardize and destroy her immigration; and could impact her career; ===with all this consequences She boldly and courageously STOOD up for doing what she believed was legal for

her to do , not to join GE fraud scheme, cyber security vulnerabilities , product defects, violations ---TOOK high risk road and suffered backlash, retaliation.

3. Trivedi's position is corroborated by Scott Erven, an independent cybersecurity Researcher. Finally GE and Department of homeland security(DHS) issued ICERT ALERT in February/March 2018(EXHIBIT 1) for cybersecurity vulnerabilities related to many types of GE medical devices worldwide. Following GE devices were affected.

AFFECTED PRODUCTS

The following GE Healthcare products are affected:

- Optima 520, which are medical imaging systems, all versions,
- Optima 540, which are medical imaging systems, all versions,
- Optima 640, which are medical imaging systems, all versions,
- Optima 680, which are medical imaging systems, all versions,
- Discovery NM530c, which is a nuclear medical imaging system, versions prior to Version 1.003,
- Discovery NM750b, which is a dedicated breast imaging system, versions prior to Version 2.003,
- Discovery XR656 and Discovery XR656 Plus, which are digital radiographic imaging systems, all versions,
- Revolution XQ/i, which is a medical imaging system, all versions,
- THUNIS-800+, which is a stationary diagnostic radiographic and fluoroscopic X-ray system, all versions,

- Centricity PACS Server, which is used to support a medical imaging archiving and communication system, all versions,
- Centricity PACS RA1000, which is used for diagnostic image analysis, all versions,
- Centricity PACS-IW, which is an integrated web-based system for medical imaging, all versions including Version 3.7.3.7 and Version 3.7.3.8,
- Centricity DMS, which is a data management software, all versions,
- Discovery VH / Millenium VG, which are nuclear medical imaging systems, all versions,
- eNTEGRA 2.0/2.5 Processing and Review Workstation, which is a nuclear medicine workstation for displaying, archiving, and communicating medical imaging, all versions,
- CADstream, which is a medical imaging software, all versions,
- Optima MR360, which is a medical imaging system, all versions,
- GEMNet License server (EchoServer), all versions,
- Image Vault 3.x medical imaging software, all versions,
- Infinia / Infinia with Hawkeye 4 / 1, which are medical imaging systems, all versions,
- Millenium MG / Millenium NC / Millenium MyoSIGHT, which are nuclear medical imaging systems, all versions,
- Precision MP/i, which is a medical imaging system, all versions, and
- Xeleris 1.0 / 1.1 / 2.1 / 3.0 / 3.1, which are medical imaging workstations, all versions.

IMPACT

Successful exploitation of this vulnerability may allow a remote attacker to bypass authentication and gain access to the affected devices.

Impact to individual organizations depends on many factors that are unique to each organization. NCCIC recommends that organizations evaluate the impact of this vulnerability based on their operational environment and specific clinical usage.

.....

1 For the affected products, a CVSS v3 base score of 9.8 has been calculated; the CVSS vector
2 string is (AV:N/AC:L/PR:N/UI:N/S:U/C:H/I:H/A:H)

3 **VULNERABILITY DETAILS**

4 **EXPLOITABILITY**

5 This vulnerability could be exploited remotely.

6 **EXISTENCE OF EXPLOIT**

7 Vulnerability information about the affected products is publicly available.

8 **DIFFICULTY**

9 An attacker with a low skill level would be able to exploit this vulnerability.

10 4. *Scott Erven reported these cyber vulnerabilities to GE in 2014.*

11 5. Plaintiff Trivedi started bringing up severity and sense of urgency/liability/ to fix
12 address/stop integrating and shipping medical devices with InsiteEXC to GE from 2011.

13 6. *Insider threat mitigation didn't exist..as Bill Baribux –GE architect*
14 *testified (EXHIBIT 3) InsiteEXC failed all security tests on day ONE in year 2008 ;so they*
15 *moved it from public facing to inside GE network but GE has 300,000 employees and as Scott*
16 *Erven proved that InsiteEXC was vulnerable from hospital/outside GE network as well.*

17 7. From my phone conversation with Scott on Feb 22nd 2019 he was also wondering
18 that how come GE not address it/(no fix, patch or recall) despite having lots of press around it for
19 4 years and many security researchers knew about it and wrote. After Scott report in 2014 ;
20 vulnerabilities were unpatched even though it was wide open to be hacked and manipulated
21

22 8. (Somehow all of a sudden GE released a patch in Feb/March 2018.)

23 9. This is just a tip of an iceberg –vulnerability Scott reported ;was few of 465 total
24 critical defects.

25 10. GE knowingly conspired, deceived, fraudulently sold medical device products and
26
27
28

1 services to customers, investors and government by not publicly disclosing defects, cybersecurity
 2 vulnerabilities, also serious hackable –for years for sake of generating revenue, money while
 3 putting public health and safety at risk and mercy/hands of hackers. GE made numerous press
 4 releases, released you tube video, product brochures for surgery, ultrasound and all kind of
 5 medical devices with misleading, false information.
 6

7 11. The company’s “scheme to defraud its customers by knowingly selling defective
 8 and potentially dangerous remote control product on most of all their medical devices”. GE
 9 fraudulently induced the federal government (including the Department of Defense and Veterans
 10 Administration) , state governments to buy its defective product through both misstatements and
 11 material omissions. Each of us has the right to expect any medical equipment used for our
 12 medical care to be safe and effective, but we are all placed at great risk when medical equipment
 13 companies violate our trust and knowingly sell equipment that is defective,” the evidence shows
 14 GE’s callous disregard for the fact that these defective product(s)—which they consciously,
 15 aggressively sold after knowing existence defects—could mean life or death for unsuspecting
 16 patients, loss/theft of their protected health information(PHI), wrong diagnosis of life threatening
 17 disease or not having timely diagnosis due to cyber security vulnerabilities/defects. This case is
 18 not just about recouping money for taxpayers—it is an indictment of a company that placed a
 19 higher premium on profits than public health and safety.”- Public policy violation as well.
 20
 21

22 12. On the day Trivedi was terminated by GE, GE architect Bill Barbiuax told Trivedi
 23 that “you did the RIGHT thing, but GE is BIG. Nothing will happen to GE. Bill and GE sending
 24 a message” MIGHT is RIGHT” Also by sending a message to all current and future employee
 25 that if “you speak up against GE for any/all wrongdoing GE is DOING; We RETALIATE like
 26
 27
 28

1 what we Did to Madhuri Trivedi.” Then GE created “FILE TO FIRE” – generate paper trails to
2 frame her to show her firing.(Few attorneys told Trivedi that “GE did was File to FIRE)

3 13. United States Supreme Court DESERT PALACE, INC., dba CAESARS PALACE
4 HOTEL & CASINO v. COSTA(2003) No. 02-679

5 For instance, in *Reeves v. Sanderson Plumbing Products, Inc.*, 530 U. S. 133 (2000),
6 **we recognized that evidence that a defendant's explanation for an employment practice is**
7 **"unworthy of credence" is "one form of circumstantial evidence that is probative of**
8 **intentional discrimination." *Id.*, at 147 (emphasis added).** The reason for treating
9 circumstantial and direct evidence alike is both clear and deep-rooted: "Circumstantial evidence
10 is not only sufficient, but may also be more certain, satisfying and persuasive than direct
11 evidence." *Rogers v. Missouri Pacific R. Co.*, 352 U. S. 500, 508, n. 17 (1957).
12

13
14 14. **See *Furnco*, supra, at 580. The ultimate question in every disparate treatment**
15 **case is whether the plaintiff was the victim of intentional discrimination. This lawsuit and**
16 **treatment Trivedi received shows that GE was engaged in intentional discrimination.**
17

18
19 15. ***Boykin v. KeyCorp*, 521 F.3d 202, 213-214, 2008 U.S. App. LEXIS 6401, *32-33,**
20 **70 Fed. R. Serv. 3d (Callaghan) 231**

21 **After *Twombly*, the Supreme Court issued another decision addressing the sufficiency of a**
22 **pleading under Rule 8(a), but this time specifically for a complaint filed *pro se*. See**
23 ***Erickson v. Pardus*, 127 S. Ct. 2197, 167 L. Ed. 2d 1081 (2007) (per curiam).**

24 **The [*214] Court reversed the Tenth Circuit's dismissal of a prisoner's Eighth**
25 **Amendment claim, holding that the court of appeals had "depart[ed] from the liberal**
26 **pleading standards" of Rule 8(a). *Id.* at 2200. The Court reiterated that HN14 "[s]pecific**
27
28

1 facts are not necessary," and that the complainant "need only 'give the defendant fair
 2 notice of what the . . . claim is and the grounds upon which it rests.'" *Id.* (quoting *Twombly*,
 3 127 S. Ct. at 1964 (internal quotation marks omitted) (alteration in original)). But *Erickson*
 4 also emphasized that the court of appeals' departure from Rule 8(a)'s liberal pleading
 5 standard was particularly unwarranted because the complainant was *pro se*: "A document
 6 filed *pro* [**33] *se* is to be liberally construed and a *pro se* complaint, however inartfully
 7 pleaded, must be held to less stringent standards than formal pleadings drafted by
 8 lawyers." *Id.* (internal quotation marks and citations omitted). We review the sufficiency of
 9 Boykin's pleadings mindful of this duty to construe more liberally her *pro se* complaint.
 10
 11

12
 13 And that is precisely the point: even after *Twombly*, dismissal of a *pro se* claim as
 14 insufficiently pleaded is appropriate only in the most unsustainable of cases.

15 16. boykin-v-keycorp After considering these and several other mixed signals in
 16 *Twombly*, this Court concluded in *Iqbal* that the Supreme Court "is not requiring a
 17 universal standard of heightened fact pleading, but is instead requiring a flexible
 18 'plausibility standard,' which obliges a pleader to amplify a claim with some factual allegations
 19 in those contexts where such amplification is needed to render the claim *plausible*."
 20

21 17.

22 Several immigration attorneys mentioned to Trivedi over phone right at the time
 23 when she was fired that
 24

25 "GE has finance/accounting cooked books, checked history. Since next step in my
 26 immigration while I was at GE was to file form I140 with DHS/USCIS I 140 ; in I
 27 140 form GE was required to show their finances and total number of US based
 28

employees. GE didn't want to SUBMIT TRUE finances to government. So GE got rid of plaintiff and made up PRETEXT issues of relationship skills to fire."

18. I was deprived from my rights to litigate these claims earlier along with several other reasons IMPORTANT REASON as due to withdrawal of my H1B B lawyers earlier DIDN'T provide proper legal advice .

THE PARTIES

19. Madhuri Trivedi is a plaintiff. Madhuri is a citizen of India.

Plaintiff Trivedi came to USA on Spouse H4B visa in 2003, because of domestic violence and other abuse from her Ex-husband she got divorced in 2006;after divorce that was on Student Visa-F1 and then on H1 B visa.

20. Madhuri worked for GE in Boston, MA and Waukesha, Wisconsin.

Defendant General Electric is a corporation incorporated in New York, currently Headquartered in Boston and during Plaintiff's employment was HQ in Connecticut and GE is a multinational corporation.

21. On January 03 and Jan 05,2019; J P Morgan wall street analyst covering GE Mr.

Stephen Tusa contacted GE ,CEO- **Larry Culp** and sent them EXHIBIT 2 along with below email.

But GE didn't reply to Mr. Tusa nor to me ever.

Received: **Wednesday, January 9, 2019 4:02 PM**
 From: **Tusa, Stephen X** stephen.tusa@jpmorgan.com
 To: Madhuri **Trivedi**
 RE: Update

Nothing yet, sorry

1 **From:** Trivedi Madhuri
2 **Sent:** Wednesday, January 09, 2019 10:06 AM
3 **To:** Tusa, Stephen X
4 **Subject:** Update

5 Hello Mr. Tusa, Any updates from GE? Is it too soon to follow up to GE.

6 Thanks and regards,

7 Madhuri

8 Sent with [ProtonMail](#) Secure Email.

9 This message is confidential and subject to terms at:
10 <https://www.jpmorgan.com/emaildisclaimer> including on confidentiality, legal privilege, viruses
11 and monitoring of electronic messages. If you are not the intended recipient, please delete this
12 message and notify the sender immediately. Any unauthorized use is strictly prohibited.

13 Sent: **Thursday, January 3, 2019 11:20 AM**

14 From: **Madhuri Trivedi**

15 To: **stephen.tusa@jpmorgan.com stephen.tusa@jpmorgan.com, Madhuri Trivedi**

16 **Former GE employee, GE fraud, related issues**

17 Respected Mr. Stephen Tusa,

18 I didn't know earlier that you cover GE hence I didn't sent you email.

19 Below email including with attachment was sent to people shown below.

20 I need a closure about GE mess and difficulties. I was busy in things so took a break from all this
21 headache causing things related to GE,immigration fight. I had bad experience with attorneys in
22 past so doing all this myself and have almost become law enthusiastic apart from techie-startup
23 founder.

24 **I am hoping that you would reach out to GE and tell them to leave me alone and fix it- do**
25 **something. GE hasn't responded this email at all. This email below was part of the supreme**
26 **court writ I submitted. I am thinking to send below email which I sent to John Flannery to**
27 **Larry Culp now that he is a new CEO but I don't think he would respond or take any**
28 **action like John and Jeff Immelt he will also trash it. (who cares attitude)**

My blogpost has lots of details about my lawsuit against DHS.

Blogpost:

<https://medium.com/@madrtrivedi/after-investing-15-years-in-this-country-and-contributing-to-us-healthcare-and-economy-including-9c91ef93beac>

I don't want to come out as someone who is not letting go wrong , illegal things GE did to me but it is that GE is a bad company and they have done illegal things to me and getting away . I made one mistake -instead of going to supreme court for DHS lawsuit -I should have filed another new lawsuit in another federal court but now lessons learned.

Hope to hear from you SOON. Thanks and regards,

22. Below is my email to Larry Culp and Ge board of director along with JPM analyst Steve Tusa.

Received: **Thursday, January 24, 2019 2:58 PM**

From: **Madhuri Trivedi**

To: **directors@corporate.ge.com directors@corporate.ge.com, Madhuri Trivedi, larry.culp@ge.com larry.culp@ge.com, Mike.Holston@ge.com Mike.Holston@ge.com**

Mr.Larry Culp and GE board of directors,
Please respond and resolve. Any other company of GE size would have responded and took action but this is GE.

Sent: **Tuesday, January 22, 2019 1:54 PM**

From: **Trivedi @protonmail.com** To: **directors@corporate.ge.com**

Fw: GE stack ranking

----- Original Message -----

On Sunday, January 6, 2019 6:02 AM, Trivedi wrote:

Mr.Tusa,

So after joining GE healthcare in Wisconsin - GE project lead and manager started issues when I was not covering up things in tests (participating in their scheme which for a while they didn't tell me there were 600 critical defects & harassing me-I found out these defects and related on my own when tests started failing) and signing off on tests.At the same time, I found a workaround that would allow 200-400 engineers to remote access (patch work) devices which for 3 months nobody found solution & these engineers couldn't do their job.

1 There was HR training on how to use GE performance system and what it means- (Which GE
 2 dropped after getting rid of me as I raised issues in my legal fight that it is broken-stacking
 3 employees against each other)... SO my HR manager was giving training and his boss Adam
 4 Holton(he was head of HR for entire \$5 billion GEHC service business) was sitting next to him
 5 (I didn't know who Adam was...Plus HR training was right next to GEHC service CEO's office..I
 6 was new and I thought that since GEHC HQ is in UK-London- management sits there--I had no
 7 clue about his office next and some of senior management people sitting in the training.Given
 8 HR manager knew what was going on through my manager talking to him--HR manager
 9 sarcastically in threatening way mentioned about how GE stacks employees against each other -
 10 so I got that..I said in that meeting that "good and bad both left- bell curve --mediocre
 11 band(mediocre word I spoke in lower slow tone/volume and then I stopped)"

12 So GE top management was aware that I understood these things..
 13 I had read prior to joining GE that Jack Welch introduced stacking employees.

14 *****END of EMAIL

15 23. Put that this paragraph reference in each claim

16 NOTE: During plaintiff's arbitration, plaintiff Trivedi raised concern that GE's stack
 17 ranking performance appraisal system is not working. Soon after Trivedi's arbitration; GE
 18 abandoned its stack ranking performance appraisal.

19 "This summer, GE announced it was abolishing its "rank and yank" system, which
 20 assigns employees a performance score relative to their peers"

21 [https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-](https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-going-extinct)
 22 [going-extinct](https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-going-extinct)

23 24. Additional email to Larry Culp and Ge board of director along with JPM
 24 analyst Steve Tusa.

25 ----- Original Message -----On Tuesday, January 22, 2019 1:42 PM, From:

26 **Madhuri Trivedi**

27 To: directors@corporate.ge.com, Madhuri Trivedi ,Tusa, Stephen X"

28 <stephen.tusa@jpmorgan.com>wrote:

1 GE board of directors,

2 Mr. Stephen Tusa has kindly forwarded my email below to GE CEO Larry Culp. But GE hasn't
3 responded to Mr. Stephen Tusa's email. Earlier I didn't know Mr. Tusa covered GE hence I didn't
4 included him in the email sent which is also part of my supreme court writ. Board of directors
5 have lots of duty fiduciary, ethical, professional , legal and more.
6

7 GE did clean up of board of directors and CEOs after my legal fight and email but still hasn't
8 responded to me. Also GE ditched it's famous Stack ranking system for employee performance
9 review which I raised as broken in my arbitration with GE..Despite that are admitting it is GE's
10 problem.
11

12 GE should thank ,me for that I brought all these issues which needed attention.

13 I look out to hear from you SOON.NOTE:This email below was part of the supreme court writ I
14 submitted. My phone number: 650-242-5135My linkedin: www.linkedin.com/in/trivedim

15 25. Larry Culp has all the details as I sent in January 03 and Jan 05, 2019 but he has
16 IGNORED email and this matter;otherwise he could have settled this matter and done JUSTICE;
17 but didn't even care to RESPOND. He is here as a defendant in his individual and official
18 capacity.

19 ----- Original Message -----

20 On Wednesday, January 9, 2019 4:02 PM, Tusa, Stephen X <stephen.tusa@jpmorgan.com>
21 wrote:

22 [Nothing](#) yet, sorry

23
24 26. I sent email to former CEO Jeff Immelt in 2013 and 2014.

25 27. I sent /emailed EXHIBIT 2 to John Flannery in 2017. I also called John Flannery
26
27
28

1 assistant and she acknowledged that Mr. Flannery has my email and have read it. —Ed Garden
2 of Train partners who became GE board of directors around that time was also copied in this
3 email- along with directors@corporate.ge.com...

4 28. Mike Swinford, former CEO of GEHC services knew this matter even before I was
5 illegally terminated.. Mr. Swinford and GEHC CTO Mike Harsh even came to my arbitration
6 hearing. (EXHIBIT 24)

7 29. **GE boards of directors are body governing public company are hence they are**
8 **defendants.** Including but not limited to SEC. 101<15 USC 7211>Establishment;
9 Administrative Provisions.(c)Duties of the Board
10 I emailed them EXHIBIT 2 at directors@corporate.ge.com in 2016-2017 as well.
11

12 30. I contacted them multiple occasions since I was illegally terminated.
13

14 31. Also board of directors like Robert Swieringa and Susan Hockfield both knew this
15 matter since 2013-2014.

16 32. I spoke with Robert on PHONE --and Robert also sent back email with INQUIRY he
17 did to GE
18

19 ----- Forwarded message -----

20 From: **Robert J. Swieringa** <rjs22@cornell.edu> Date: Tue, Dec 3, 2013 at 12:23 PM
21 Subject: RE: what happened at GEHC To: Madhuri <mcis99@gmail.com>
22 Madhuri,

23 In response to your emails to me and our phone conversation today, I have made inquiries with
24 people at GE and will let you know about any developments. Thanks, Robert Swieringa

25 Robert J. Swieringa
26 Professor of Accounting
27 Anne and Elmer Lindseth Dean Emeritus
28 Johnson Graduate School of Management
337 Sage Hall
Cornell University
Ithaca, NY 14853-6201
Phone: 607-255-0422
Fax: 607-255-6889

Email: rjs22@cornell.edu

✓ I contacted Susan Hockfield via emails that I sent her to her MIT email address and her assistant acknowledged (I spoke with Susan's assistant on phone)she read and after responded mentioning that “she is too high as a director to get involved in an individual matter of mine “.

✓ Even though I was MIT alum and she was MIT president. But she chose not to take any action and didn't fulfill her fiduciary and other duty obligation.

✓ Robert and Susan are no longer board of directors.

✓ Robert did inquiry(EXHIBIT 3) and GE stonewalled ,didn't do anything an on top of that GE complained to arbitrator that I have contracted GE board of director and arbitrator became more hostile after learning this.

✓ GE is required to disclose what happened to GE board of director Robert Swierienga's INQUIRY –any and all paperwork related to that; Since I don't have GE internal communication from Robert to GE or vice versa..Only thing I have is my email to Robert and Robert's email to me mentioning that He did INQUIRY.

✓ I emailed Larry Culp and GE board of directors; I forwarded JPM analyst Stephen Tusa's email.–on January 22nd 2019 and again on January 24th 2019.

✓ **I had emailed GE board of directors earlier exhibit 2 in 2017.**

33. Jenny Schrager, Partner at Fragomen, Del Rey, Bernsen & Loewy, LLP ; is a Defendant in her individual and official capacity in this lawsuit.

34. Jenny's law firm Fragomen, Del Rey, Bernsen & Loewy, LLP is a defendant in this lawsuit.

1 35. Carl conrath was a senior engineering manager, involved through out from
2 hiring to firing me, hence he is party in this case

3 36. Foley & manfield was a lawfirm hired and paid to send GE letter, look into quitam
4 and provide legal advice including immigration for my matter, **they are party in this case.**

5 37. John Dineen –Former CEO of GE and Former CEO of GEHC,

6 38. Mike Hash, former CTO of GEHC,

7 39. David Mehring, engineering manager GEHC, Dave was Trivedi's reporting manager.

8 40. Nicole Boyle, Program manager GEHC

9 41. Adam Holton, senior HR manager GEHC,

10 42. Mike Truman, HR manager GEHC

11 43. Ayesha Khan, HR manager GEHC

12 44. Jeff Immelt, Former CEO of GE,

13 45. Tim Kottak, CTO of GEHC services,

14 46. David Elario, General Manager of GEHC services

15 47. Robert J. Swieringa, , Former Board of director of GE,

16 48. Susan Hockfield, Former director of GE,

17 49. Diane Smith, HR manager GEHC,

18 50. Dipti Patel, Project lead, GEHC,

19 51. Nate Davis, Architect, GEHC,

20 52. Greg Stratton, Lead system Integrator ,GEHC,

21 53. Bill Barbiuax, architect, GEHC,

22 54. Ward Bowman, Engineering manager, GE intelligent platforms, for GE Boston and
23 Reema Poddar, Senior leader of GE intelligent platforms-GE Boston.

➤ After interviewing Trivedi for fulltime job in 2009 and offering fulltime job next day of in-person interview; Reema Poddar stalled issuing formal job offer letter for months and she mentioned that because GE took government money under Troubled asset relief program(TARP) she can't do her H1B. And she would first have me join as a "consultant" and then offer fulltime job.

As stated in this complaint. After offering full time job while Trivedi was working as a consultant; processing her H1 B with Fragomen attorney Jenny Schrager. And despite Trivedi delivering on time, quality...working with Chief Technology Officer of GE transportation...all of a sudden Ward Bowman terminated her contract for "NO cause" and "No explanation" provided...At that time Trivedi was not ever of legal remedy and just left GEIP.

55. David L. Haron, attorney at Foley & Mansfield as a party

56. Andrew R. Shedlock, attorney at Foley & Mansfield as a party

57. Seymour J. Mansfield, attorney at Foley & Mansfield as a party

58. Maro E. Bush, attorney at Foley & Mansfield as a party

59. Mercedes Varasteh Dordeski, attorney at Foley & Mansfield as a party

60. Michael Davis, attorney at Foley & Mansfield as a party

61. Claims/cause of actions related to these parties are alleged in this complaint and

exhibits. So please consider EXHIBITS as part of "stating claim upon which relief can be granted" for all the parties.

VENUE

62. 28 U.S.C § 1391 venue is proper since GE has office(s), reside and have operations in this district. Plaintiff Trivedi also worked at GE Intelligent platforms, Boston.

63. Till her last day at job at Wisconsin; Same GE Intelligent platforms , Boston

1 management and Director overseeing her at Boston were involved in funding though GE
 2 corporate (GE parent company itself) at the project Trivedi was assigned to work on at GE
 3 Healthcare, Wisconsin. Though Boston director Reema Poddar was not directly interacting with
 4 Trivedi via email, phone etc while she was working at Wisconsin.
 5

6 64. At GE Intelligent platforms Boston; Trivedi her job related to H1 B visa sponsoring
 7 was done through a division of GE; GE Transportation who processed her Department of labor
 8 LCA and H1 B filing. At GE Boston, Trivedi worked on project that was funded through GE
 9 corporate(GE parent company).
 10

11 65. *As per 28 U.S. Code § 1391. Venue generally (b)Venue in General. A civil action may*
 12 *be brought in— (1) a judicial district in which any defendant resides, Since GE and*
 13 *GE healthcare are defendants and reside related to their offices, business, operation*
 14 *and jurisdiction of US district of Massachusetts court as per 28 U.S. Code § 1391*
 15 *(c) For purposes of venue under this chapter, a defendant that is a corporation shall*
 16 *be deemed to reside in any judicial district in which it is subject to personal*
 17 *jurisdiction at the time the action is commenced*
 18

19 Citing Judicial Improvements and Access to Justice Act, §1013(a), 102 Stat. 4669
 20 (emphasis supplied)

21 *PUBLIC LAW 100-702—NOV. 19, 1988 102 STAT. 4669 -SEC. 1013. CORPORATE*
 22 *VENUE. (a) IN GENERAL.—Section 1391(c) is amended to read as follows: "(c) For*
 23 *purposes of venue under this chapter, a defendant that is a corporation shall be deemed*
 24 *to reside in any judicial district in which it is subject to personal jurisdiction at the time*
 25 *the action is commenced.*
 26

27 66. Here GE, GE healthcare defendants considered to reside
 28

1 67. Thus, 28 U.S.C. §1391 permits a corporation to be sued in any judicial district in
2 which it is licensed to do business or is doing business in that such judicial district is regarded as
3 the residence of such corporation for venue purposes.

4 68. As noted above, under 28 U.S.C. §1391, venue against a corporation will
5 lie in any judicial district in which it is incorporated, licensed to do business or is doing business.
6

7 69. Defendant General Electric and GE healthcare – are considered “corporation” and are
8 “multistate” corporations. GE is incorporated in New York.

9 70. GE and GE healthcare is licensed to do business and are doing business in judicial
10 district of district of Massachusetts.

11 as such it is regarded as the residence of GE and Ge healthcare for VENUE purposes.
12

13 71. Continuous, Systematic Contacts for court is permissible when the defendant's
14 activity in the district is continuous and systematic-- Defendants’ GE healthcare and GE board of
15 directors are considered to have continuous and systematic contact with this district court forum
16 in district of Massachusetts ;

17 72. GE is headquartered in Boston, MA and Boston is GE’s principal place of business
18 hence GE is considered at home -----where it is incorporated or principal place of business..
19

20 73. Complaint alleges violations of federal securities laws in connection with GE’s public
21 filings. As per

22 15 U.S. Code § 78aa. Jurisdiction of offenses and suits (a) In general The district courts of the
23 United States and the United States courts of any Territory or other place subject to the
24 jurisdiction of the **United States shall have exclusive jurisdiction of violations of this chapter**
25 **or the rules and regulations thereunder**, and of all suits in equity and actions at law brought to
26 enforce any liability or duty created by this chapter or the rules and regulations
27
28

thereunder.....Any suit or action to enforce any liability or duty created by this chapter or rules and regulations thereunder, or to enjoin any violation of such chapter or rules and regulations, may be brought in any such district or in the district wherein the defendant is found or is an inhabitant or transacts business, and process in such cases may be served in any other district of which the defendant is an inhabitant or wherever the defendant may be found.

74. The phrase “this chapter” in 15 U.S. Code § 78aa refers to Chapter 2B of Title 15 of the United States Code – that is, 15 U.S.C. §§ 78a to 78mm. Hence Venue for this court is proper for cause of actions bought by Trivedi under Chapter 2B of Title 15 of the United States Code.

75. The Exchange Act’s venue provision establishes nationwide service of process and, this Court also has jurisdiction over her remaining claims as well.

76. Jenny Schrager, Partner at Fragomen, Del Rey, Bernsen & Loewy, LLP considered GE business partners and GE defendants ; Hence VENUE is proper for jenny and Fragomen defendants.

77. VENUE can be agreed upon by CONSENT.

78. GE board of director’s official address is Boston HQ> Larry Culp’s work address is also Boston HQ. SEC filings for GE have Boston HQ as its address.

JURISDICTION

79. This court has jurisdiction over plaintiff’s claims pursuant to Whistleblower Retaliation under Dodd-Frank Act 15 U.S.C. §78u-6(h)(B)(i)-An individual who alleges discharge or other discrimination in violation of subparagraph (A) may bring an action under this subsection in the appropriate district court of the United States for the relief provided in subparagraph (C).

1 As per 15 U.S.C. §78u-6(h)(1)(B) (iii) ;within six to ten years after the date on which the
2 violation of subparagraph (A) occurred. **GE can't force mandatory arbitration agreement**
3 **under this/whistleblower provisions.** Plaintiff was terminated on May 31, 2013.

4 Plaintiff has bought these claims within statute of limitations after the date on which violations
5 occurred/ she became aware.

6 Therefore, this court has original Jurisdiction of this matter

7
8 80. This court has jurisdiction over Securities Exchange Act of 1934, 15 U.S.C. 78j(b),
9 and Rule 17 C.F.R. 240.10b-5

10 81. This court has jurisdiction over all defendants' (mentioned in this complaint) violation
11 of common law.

12 82. This Court has subject matter jurisdiction over Plaintiffs' claims pursuant to
13 28 U.S.C. § 1331 (federal question statute), 28 U.S.C. § 1343

14 83. This Court has jurisdiction over plaintiff's claims pursuant to 45 CFR §
15 160.316 Refraining from intimidation or retaliation, Public Law 104-191.

16 84. This case arises, in part, under federal statutes including Title VII of the Civil
17 Rights Act of 1964, as amended, 42 U.S.C. § 2000C, et. seq. Therefore this court has original
18 jurisdiction.

19 85. 8 U.S.C. § 1324b(a)(1), 8 U.S.C. § 1324b (a)(5); federal statutes hence this court has
20 original jurisdiction for claims brought under these statutes.

21 86. This court has jurisdiction over claims pursuant to 10 U.S.C. 240. 10 U.S.C. 2409

22 87. This Court has original subject matter jurisdiction over claims brought under **"Relief**
23 **available under Dodd Frank act -Section 1055 -12 U.S. Code § 5565(a) (1) "**

1 because it concerns federal consumer financial law, 12 U.S.C. § 5565(a)(1), presents a federal
 2 question, 28 U.S.C. § 1331 where court has original jurisdiction, CFPA, 12 U.S.C. §
 3 5536(a)(1), CFPA, 12 U.S.C. § 5536(a)(3), 28 U.S. Code § 1367 as it related to other
 4 claims brought in this complaint where court has original jurisdiction. Private cause of action is
 5 available under **12 U.S. Code § 5565(a) (1)**. Though it can be to consumers but in this
 6 circumstances to Trivedi as well.

9 88. This court has jurisdiction pursuant to Sarbanes-Oxley Act, PUBLIC LAW 107–204. As
 10 per 29 CFR § 1980.103 (c) *Place of filing. The complaint should be filed with the*
 11 *OSHA office responsible for enforcement activities in the geographical area where*
 12 *the employee resides or was employed, but may be filed with any OSHA officer or*
 13 *employee. Addresses and telephone numbers for these officials are set forth in local*
 14 *directories and at the following Internet address: <http://www.osha.gov>.* As Plaintiff
 15 filed OSHA department of labor complaint in Timely manner with Wisconsin-
 16 Chicago regional office via fax on May 3rd, 2014 (EXHIBIT 6, EXHIBIT 7).. OSHA
 17 erroneously responded on July 14, 2014 that it doesn't fit any of their 22 statutes.
 18 (EXHIBIT 8).

21 **Below is email chian with OSHA-DOL regional supervisor Robert Kus, Benjamin, Sherrill**
 22 **and OSHA investigator who was located in Milwaukee Ms. Tamara Simpson. I replied to**
 23 **Tamara's email below with my Termination Date.**

25 **From:** Simpson, Tamara - OSHA [mailto:Simpson.Tamara@dol.gov]
 26 **Sent:** Wednesday, June 04, 2014 2:22 AM **To:** Madhuri Trivedi
 27 **Subject:** RE: info
 Madhuri, Could you provide me your termination date? Thank you.

28 *Tamara Simpson*

Investigator
Whistleblower Protection Programs
US Department of Labor/OSHA
310 W. Wisconsin Ave., Room 1180
Milwaukee, WI 53203
(414) 297-3315, ext. 235
(414) 297-4299 fax
Simpson.Tamara@dol.gov

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]

Sent: Wednesday, May 14, 2014 5:12 AM **To:** kus.robert@dol.gov **Subject:** madhuri
I spoke with Tamara. She will contact me soon for further things. Regards and Thanks for your assistance.
Sincerely, Madhuri

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]

Sent: Wednesday, May 14, 2014 1:30 AM **To:** kus.robert@dol.gov **Subject:** info
Thanks for your time.

I kind of want to give up now. After prolonged and several delays and dragging it ; in this private arbitration . Also arbitration lacked due process.

I did arbitration because my MIT professor requested that I do it & said that "you are so afraid of arbitration; company will take you there". He mentioned you have nothing to lose.. you can start your own company in future.

I will talk to employment attorney in Chicago area today.

Sincerely, Madhuri

> On May 13, 2014, at 1:30 PM, "Kus, Robert - OSHA" <Kus.Robert@dol.gov> wrote:

> > The case is assigned to Tamara Simpson at the Milwaukee area office. She can be reached at 414-297-3315.>

> -----Original Message-----

> From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]

> Sent: Tuesday, May 13, 2014 1:29 PM> To: Kus, Robert - OSHA> Subject: Re: Info

>

> Sorry..I called you an hour after receiving this message and left a message as you were on other line. Would you be working on investigation for this matter?

> > On May 13, 2014, at 10:39 AM, "Kus, Robert - OSHA" <Kus.Robert@dol.gov> wrote:

> > Madhuri,>

> I am in the office right now if you would like to talk. I can be reached at 630-896-8700.

> > Please contact me if you have any questions.

> > Respectfully,>

>

> Robert J. Kus

> Regional Supervisory Investigator

> USDOL-OSHA

> 365 Smoke Tree Plaza

> North Aurora, Illinois 60542

> Telephone: 630-896-8700 x124

> Fax: 630-892-2160

-----Original Message-----

From: Benjamin, Sherrill - OSHA [<mailto:Benjamin.Sherrill@dol.gov>]

Sent: Tuesday, May 13, 2014 2:34 AM

To: Madhuri Trivedi

Cc: Kus, Robert - OSHA

Subject: RE: Whistleblower

Ms. Trivedi,

I forwarded your complaint to Regional Supervisor Investigator (RSI) Robert Kus for assignment. RSI Kus or the Investigator he assigned to your complaint would be the best person for you to discuss, explain or clarify any aspect of your complaint.

I have included RSI Kus in this e-mail for his information.

Sincerely,

Sherrill F. Benjamin

Acting Assistant Regional Administrator

Region V Whistleblower Protection Program

365 Smoke Tree Plaza

North Aurora, IL 60542

benjamin.sherrill@dol.gov

630-896-8700 x 106

312-353-5105

312-933-2808 (cell)

-----Original Message-----

From: Madhuri Trivedi [<mailto:madhuritrivedi@hotmail.com>]

Sent: Monday, May 12, 2014 3:51 PM

To: Benjamin, Sherrill - OSHA

Subject: Whistleblower

Respected Mr. Benjamin, I have filled whistleblower complain via fax on May 4 . I wanted to talk to you in some details about that . My phone is 484 362 9716. Talk to you soon. Thanks.

89. Below is excerpt from GE"ADR "Solutions" manual- it says while arbitration is

proceeding, agency filing deadline stops.

Where a party's initial submission of a Covered Claim to Solutions occurs before the expiration of the applicable statute of limitations for filing in court, the opposing party agrees to stop the further running of the statute of limitations while the parties complete the Solutions process. In the case of administrative agency filing deadlines, the Company agrees to request that the agency treat the running of filing deadlines as having been stopped. Nothing in this paragraph is intended to interfere with the right of administrative

1 90. Court has supplemental jurisdiction for claims arising out of related this matter.

2 91. Google **ended arbitration requirement for ALL of the employee**
 3 **disputes/claims.** Earlier google allowed only sexual harassment claims to be taken to court but
 4 then Google changed. Goal of arbitration was to have resolution of disputes in alternate way and
 5 have access but then has become one of the tool for employers to get away with illegal,
 6 wrongdoing, misconduct, violations. Arbitration is systemically designed for employers and not
 7 for employees; also arbitrator gets PAID by an Employer (in my case GE paid arbitrator
 8 \$40,000. So it is a BUSINESS for arbitrator and American arbitration association.)Big
 9 corporations have a way to get away in such private environment. Employer especially company
 10 like GE can SPEND INFINITE/ENDLESS TIME, RESOURCES and MONEY on
 11 LITIGATION/Legal fight (any such activities)which employees can't even imagine to afford to.
 12 In end result it HURTS society and all of us.

15 92. Arbitrator Peter Meyers didn't allow deposition of GE architect
 16 into evidence at arbitration hearing. where Bill testified that GE product was insecure and
 17 defective for years and lot more...The whole arbitration was illegal and I even left hearing on
 18 second day and GE did arbitration hearing alone without me-GE and arbitrator on second day for
 19 whole day finished arbitration..

21 **Arbitrator also didn't enter into arbitration hearing evidence "deposition of plaintiff**
 22 **Madhuri Trivedi" where I alleged retaliation, discrimination, whistleblowing, hostile,**
 23 **offensive, intimidating work environment and more. Arbitrator was picking and choosing**
 24 **selective documents, testimony into hearing evidence that would benefit GE(from whom he**
 25 **was getting PAID so he has vested interest to) and not employee Trivedi; along with LINE**
 26 **of QUESTIONING that went at hearing.**

93. 9 U.S. Code § 12. Notice of motions to vacate or modify; service; stay of proceedings; though Foley and Mansfield law firm I hired to send a letter to GE in July 2014. Arbitrator award was given in August 2014, Foley & Mansfield had that award next day but instead of mentioning this notice of motion to vacate; these lawyers forwarded me to Quitam lawyers and while closed employment file..as shown in EXHIBIT ..Hence I request this court to CONSIDER MITIGATING CIRCUMSTANCES THAT WERE BEYOND CONTROL AND KNOWLEDGE OF TRIVEDI that this 9 U.S. Code § 12. Notice of motions to vacate or modify was not filed in district court earlier.

94. This court along with original jurisdiction for other claims ; here

9 USC § 10(a)(3) FAA allow for vacatur for other arbitrator misconduct that leads to an unfair arbitration hearing, including (2) a refusal to hear evidence pertinent and material to the controversy, or (3) other misbehavior that substantially prejudices the “rights of any party.”

✓ Forsythe Int’l, S.A. v. Gibbs Oil Company of Texas , 915 F.2d 1017, 1023 (5th Cir.

1990) - To vacate an arbitration award based on the refusal to hear and material evidence, the evidentiary error “must be one that is not simply an error of law but which so affects the rights of a party that it may be said he was deprived of a fair hearing.”

Forsythe Int’l, S.A. v. Gibbs Oil Company of Texas, 915 F.2d 1017, 1023 (5th Cir.

1990); **Hence arbitrator in Trivedi’s case deprived Plaintiff Trivedi of a fair hearing as mentioned above and to be proved at discovery and trial.**

✓ FAA a catch all clause allowing vacatur for any other misbehavior resulting in substantial prejudice to the rights of any party. This clause has been successfully invoked, for example, when the arbitrators received and re

1 lied on evidence on an ex parte basis outside the presence of the opposing party.

2 95. 9 U.S. Code § 9. Award of arbitrators; confirmation; jurisdiction; procedure ; GE and
3 Trivedi has not confirmed award of arbitrator TILL DATE AUGUST 2019 in any district court
4 through JUDGEMENT.

5 96. New Jersey is one such state (New Jersey Arbitration Act, N.J. Stat. § 2A: 23B-4c)
6 and there are others, including Texas and California. *Nafta Traders, Inc. v. Quinn*, 339 S.W.3d
7 84, 98-101 (Tex. 2011) (“We hold that the FAA does not preempt enforcement of an agreement
8 for expanded judicial review of an arbitration award enforceable under the [Texas Arbitration
9 Act]”); *Cable Connection, Inc. v. DIRECTV, Inc.*, 190 P.3d 586 (Cal. 2008) (parties may
10 structure their agreement to allow for judicial review of legal error under California Arbitration
11 Act)
12
13

14 97. Trivedi didn't know what “Solutions” was when she joined GE company and signed
15 that as a condition to get GE job offer. It is not proper for GE to later FORCE “solutions” like
16 they did when GE never provided copy of “Solution” at the time to condition of employment
17 **EXHIBIT 28, 29 was signed. Trivedi came to know about mandatory arbitration ehn**
18 **immigration attorney Jeff Goldman sent a letter to GE CEO Mike Swinford and GE**
19 **attorney replied that Trivedi is bound by arbitration as shown below excerpts .**

21 **Email-----**

22 **From:** Stekloff, Neil (GE Healthcare) [mailto:Neil.Stekloff@ge.com]

23 **Sent:** Wednesday, August 14, 2013 11:51 AM

24 **To:** Jeff Goldman

25 **Subject:** RE: Madhuri Trivedi

26 **CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY**

27 **Mr. Goldman:**

28 I am in receipt of your letter to Mike Swinford regarding Madhuri Trivedi. As I suspect you are aware given that I was cc'd on your e-mail, I am labor & employment counsel for GE Healthcare. You can direct all further correspondence regarding this matter to me.

.....

I also must point out that Ms. Trivedi agreed, as a condition of employment, to GE's alternative dispute resolution (ADR) process, called Solutions. See her signed Solutions acknowledgment, attached, which requires binding arbitration as its last step (Level IV). The step before arbitration, Level III, is non-binding mediation before a neutral mediator – which GE pays for.

*****End of email here

98. As per GE's solution manual PAGE 6- for arbitration , below are EXCLUDED claims, and where third party is needed(though I didn't know at the time of arbitration about it) Despite Neil Stekloff mentioned in email ONLY about mandatory arbitration. Ge attorney wrote to my immigration attorney Jeff Goldman that Trivedi is bound by Level IV mandatory arbitration while as stated above when Third party was necessary—to take advantage of me /my lack of knowledge , Jeff goldman being immigration attorney –GE never mentioned above..

Also excluded claims as above violation of Ge policy –those were reported to GE ombuds person..

Given that my immigration was in GE hand GE ombuds, other HR manager no one had any intention to do anything right, legal and did best to cover up

- Claims based on alleged violations of the GE Policy on Working with Governments including, but not limited to, alleged violations of the federal False Claims Act (except retaliation claims) or federal procurement laws or regulations (These should be reported to the Office of the Ombudsperson or Company Compliance representative); and
- Claims brought by or against Covered Employees, where a third party would be necessary to the resolution of any claims or where the absence of the third party could subject the Company or the Covered Employee to inconsistent obligations, and all parties do not agree to participate in Level III and to be bound by an arbitration under Level IV of Solutions.

1 99. Even The Hall Street Court left the door open for parties to expand or modify the
2 scope of review for arbitration agreements governed by state arbitration statutes or the common
3 law. Id. at 590

4 100. Trivedi also asserts that she has good faith basis for challenging the arbitral award.

5 101. Private cause of action jurisdiction of this court (I have a separate section about
6 private cause of action in this complaint so please refer to that for)
7

8 102. **FEDERAL JUDGE ANDREW HANEN IN BROWNSVILLE TEXAS**

9 Judge Hanen READ my ENTIRE GE and DHS/immigration file for a person of
10 extraordinary ability...I contacted his chambers and they forwarded 6 pound of material
11 to judge which he himself read. He wrote to Department of justice attorney Rick Lara to do
12 GRAND JURY CRIMINAL INVESTIGATION about GE and also concluded that I have
13 met burden to prove that I am a person of extraordinary ability..His finding have DICTA
14 weight and importance as a FEDERAL Judge... Judge Hanen Read my GE file for
15 whistleblower retaliation and arbitration and found illegal , criminal conduct so he wrote to do
16 GRAND JURY criminal investigation about GE, GE medical devices, my termination, fraud,
17 violations and this whole things.
18

19 And I also sent him my Immigration petition EB1 file that I petitioned with USCIS -(United
20 states citizenship and immigration services)..He separately concluded that I am a person of Extra
21 ordinary ability and in national interest waiver as that's what the petition I filed with immigration
22 after I was illegally(including but not limited to in retaliation and for not joining GE's fraud
23 scheme) terminated by GE...
24

25 103. I screwed up by not filing in Brownsville, TEXAS where federal Judge Hanen
26 was
27
28

1 Presiding and instead filed DHS lawsuit in California and got stuck with judge
2 Donato. Judge Hanen would have ruled in my favour in my DHS case and also in my favor in
3 GE matter---he would have ordered grand jury criminal investigation though court order, and
4 held GE responsible for all the things they did
5

6 FBI agent in Brownsville Texas were judge wrote to do GRAND JURY investigation--
7 --- Shaun Owen FBI agent wanted to put GE as a criminal organization ---

8 ----- Forwarded message -----

9 From: **Lara, Rick (USATXS)** <Rick.Lara@usdoj.gov>

10 Date: Thu, Oct 1, 2015 at 1:08 PM

11 Subject: FW: Fwd:

12 To: "Owen, Shaun H. (SA) (FBI)" <Shaun.Owen@ic.fbi.gov>

13 Cc: Madhuri Trivedi

14 Shaun, I am forwarding the e-mail as discussed in our phone conversation.

15 Thanks,RL

16 104. This case by all means and legal standing deserves discovery and trial—and it
17 would

18 be illegal not to have this case go through all trail process, discovery and litigation.

19 While Plaintiff Trivedi has been honest right from filing complaint about OSHA response and
20 DODIG response which both were not going to help me and I could have not told court that
21 OSHA erroneously concluded it didn't fit their 22 statutes and DODIG said statute of limitation
22 expired..I could have filed incomplete pleading but I choose to not be evasive and provide as
23 much true, complete, whole picture I can to court...

24 105. **SEC LETTER BELOW**

1 Plaintiff Trivedi incorporates by reference SEC letter below, as
2
3 though fully set forth herein, as well as facts currently unknown
4
5 into paragraphs 1 to 33-last pragraph in this complaint,.

6 SECURITIES AND EXCHANGE COMMISSION(SEC)

7
8 ENFORCEMENT ACTION –COMPLAINT RELATED TO GE
9
10 HEALTHCARE

11 **SEC File # [REDACTED] 1/GE Healthcare**

12
13 From: [REDACTED]@sec.gov>

14 02/13/2019 (3 months ago)

15 To: Madhuri Trivedi

16 Dear Madhuri Trivedi:

17 We are taking your complaint very seriously, and have referred it to the appropriate people within the SEC.

18 Please understand that the SEC generally conducts its investigations on a confidential basis and neither
19 confirms nor denies the existence of an investigation unless we bring charges against someone
20 involved. We do this to protect the integrity and effectiveness of our investigative process and to
preserve the privacy of the individuals and entities involved. As a result, we will not be able to provide
you with any future updates on the status of your complaint or of any pending SEC investigation.

21 I've attached a flyer that describes our policy as it will apply to your complaint. Please contact me
if you have other questions.

22 Sincerely,

23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 [REDACTED]

27 **Information About SEC Investigations**

1 Each year, thousands of investors ask the Securities and Exchange Commission to
2 investigate the activities of other investors, financial professionals, corporations, brokerage
3 firms, investment companies, stock exchanges, and others. These complaints generally suggest
4 some impropriety or misconduct and sometimes make a plea to the SEC for direct assistance in
5 resolving a grievance.

6 The SEC has the authority to investigate whether violations of the federal securities laws
7 have occurred, and we make every effort to evaluate promptly and thoroughly the information
8 provided by investors. But we cannot investigate every investor complaint. While many
9 investor complaints do lead to full investigations and, if appropriate, to enforcement actions, we
10 cannot guarantee that our review will lead to further investigation or that the SEC will take any
11 legal action.

12 We also cannot provide you with updates on the status of your complaint or your request for
13 an investigation. The SEC generally conducts investigations confidentially for two main
14 reasons. First, we can conduct investigations more effectively if they are not announced
15 publicly. For instance, important documents and evidence can be destroyed quickly if people
16 hear of an investigation. Second, we keep our investigations confidential to protect the
17 reputations of companies and individuals if we find no wrongdoing or decide we cannot bring a
18 successful action against them. The SEC will not typically confirm or deny the existence of an
19 investigation unless, and until, it becomes a matter of public record as the result of a court action
20 or administrative proceeding.

21 When there is proof that someone has violated the securities laws, the sanctions may
22 include financial penalties, orders to surrender profits, cease and desist orders, or an injunction
23 by a court to prevent further violations. The SEC may also bar individuals from working for a
24 securities firm, investment adviser, or investment company. We can also ask a federal court to
25 bar individuals from being officers and directors of publicly held companies. In some situations,
26 we may refer a case to the Department of Justice for possible criminal prosecution.

27 The SEC publishes news releases about its lawsuits and administrative actions, and the
28 news media often report on them. You can read and download the SEC's "Enforcement
Actions" on our website at www.sec.gov/divisions/enforce/enforceactions.shtml. Or you can
obtain hard copies by contacting us at:

Office of Public Reference
100 F Street, N.E.
Washington, DC 20549-0102
Phone: (202) 551-8090
Fax: (202) 777-1027

E-mail: publicinfo@sec.gov

1 106. EQUITABLE TOLLING

2 **106.1.** Tolling is a legal doctrine that allows for the pausing or delaying of the
3
4 running of the period of time set forth by a statute of limitations, such that a lawsuit may
5 potentially be filed even after the statute of limitations has run.
6

7 **106.2.** Equitable tolling is a common principle of law stating that a statute of
8 limitations shall not bar a claim in cases where the plaintiff, despite use of due diligence, could
9 not or did not discover the injury until after the expiration of the limitations period.
10

11 **106.3.** For example, when pursuing one of several legal remedies, the statute of
12 limitations on the remedies not being pursued will be equitably tolled if the plaintiff can show:

- 13 • Lack of prejudice to the defendant
- 14 • Reasonable good faith conduct on part of the plaintiff.

15 107. It has been held that equitable tolling applies principally if the plaintiff is actively
16 misled by the defendant about the cause of action or is prevented in some extraordinary way
17 from asserting his or her rights. Importantly, it has also been held that the equitable tolling
18 doctrine does not require wrongful conduct on the part of the defendant, such as fraud or
19 misrepresentation.
20

21 108. **[E]quitable tolling is available when 1) "the plaintiffs were prevented from**
22 **asserting their claims by some kind of wrongful conduct on the part of the defendant," GE**
23 **defendants including fragomen and jenny –by withdrawing H1**
24 **B, conspiring to not being able to extend H1 B because GE and Jenny knowingly didn't file**
25 **PEM 365 days before expiry..Trivedi not being on valid immigration status, couldn't have full**
26 **time job as fragomen MTD page number---** was not earning money and hence could not afford
27
28

1 lawyers...lawyers themselves said that—ended up studying laws, became law student and almost
 2 a legal professional from the day she was illegally fired till date(in the interim she worked on her
 3 startup “orangehealth” and fought DHS lawsuit....Pat Hale MIT professor mentioned and
 4 advised Trivedi that GE has lots of influence everywhere and GE would spend endless time
 5 money and resources fighting and dragging lawsuit..while if I sue DHS then government has not
 6 as much resources in terms of time, money, number of lawyers ; hence Pat hale said that I have
 7 better luck fighting DHS lawsuit..due to GE’s influence and lobbying...plus I was so frustrated
 8 with CORRUPTION during arbitration and lawyers told me that perjuries that GE manager did
 9 during arbitration same they will/can do in a federal lawsuit---plus I had to do tons of research on
 10 my own to fight GE lawsuit to find out..The mistake I made was I should have GE as a
 11 codefendant in my DHS lawsuit but I didn’t know at that time that one can have codefendants as
 12 government and corporation GE—no attorney told em so as well..-if during trial in **MA lawsuit**
 13 **here we call Andrew Beato as a witness he would testify that one of the reason he was**
 14 **concerned was her immigration status because if he invests millions in QUITAM lawsuit**
 15 **taking contingency case and then if my immigration is screwed he will lose his money**

16 109. Similarly, a plaintiff’s claim of equitable tolling cannot be defeated merely
 17 because she could have filed her tort claim within the ordinary limitation period. Hopkins v.
 18 Kedzierski, 225 Cal. App. 4th 736 Court: 4th District Court of Appeal Date: April 16, 2014

19 110. Hence Plaintiff Trivedi incorporates by reference, as though fully set forth herein

20 Equitable tolling as it applies to cause of actions brought here in this complaint.

21 **FACTS RELEVANT TO CLAIMS ALLEGED HEREIN**

22 **A. Background of Plaintiff’s employment at GE**

111. Plaintiff has bachelor in electronics and telecommunication engineering with distinction grade from India, Post graduate diploma in business administration(PGDBA) from India, Masters in Computer Information science from Cleveland state university, Ohio; and has done graduate certificate course(equivalent to Masters level but not a degree) in Systems design and management from Massachusetts institute of technology, Cambridge, MA. She has prior to joining GE worked in multiple domains including in enterprise solutions, biotech, enterprise security and healthcare IT;for big corporation as well as do or die entrepreneurial startups.

112. **Plaintiff joined GE healthcare in Waukesha, Wisconsin in 2011 as a Lead engineer- fulltime GE employee.**

113.prior to that I worked for GE intelligent platforms in 2010..GE interviewed me in 2009 and next day offered job on phone as a fulltime GE employee. After few weeks VP of engineering Reema Poddar mentioned that as GE has taken from government TARP(Troubled asset relief program) money; hence GE can't do my H1-hence would bring me on board first as a consultant-employed through Adecco-noramtec consulting(have them to H1B) and then after 2-3 months will do H1...I believed in their scheme and agreed. (At GE Intelligent Platforms in Boston; as part of a two engineer team reporting to Chief Technology Officer of GE Transportation Steve Edner, Plaintiff did Application development /support for remotely monitoring GE assets. This solution generated multi million in revenues for GE Intelligent platforms).GE emailed that they are happy and will do my H1 B transfer to GE (from Adecco/Noramtec consulting) as fulltime job with GE. GE filed my H1 B LCA with labor department- attached approved copy(by mistake lawyer wrote my OLD married name as 'Shukla') (EXHIBIT 20) –I left GE intelligent platforms as GE told me shortly after this that

they are terminating my contract. I didn't fight back then –At that time also immigration attorney for GE was Fragomen Del Rey, Bernsen & Loewy, LLP law firm's Jenny S. Schrager.

(GE Boston)GE Intelligent Platforms/GE Transportation LCA in 2010 and Full time job –HR manager, H1 B visa at Boston in 2010

From: George.Harmon@ge.com > To: madhuritrivedi@hotmail.com

Date: Wed, 16 Jun 2010 15:46:13 -0400

Madhuri

The attached Labor Condition Application is associated with your H-1B Filing. Please keep this with your records and acknowledge receipt by dating and signing the top page. Then return the top page to me via e-mail or fax 814-690-1760.

Please note that the filing associated with the attached LCA has been reviewed, endorsed, and returned to Fragomen via UPS for further processing with USCIS.

From: Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

Sent: Friday, May 14, 2010 10:31 AM

To: Collins, Melanie (GE Intelligent Platforms)

Subject: RE: Today's Discussion

[Hi Melanie](#)

[I am happy to be on board and for this offer. I will fill out the forms soon.](#)

[Regards and thanks Madhuri](#)

From: Collins, Melanie (GE Intelligent Platforms)

Sent: Thursday, May 13, 2010 2:40 PM

To: Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

Subject: Today's Discussion

Hi Madhuri,

I just wanted to send you a recap of our discussion today. We'd like to extend you a full time offer with base salary of \$84,000 with a start date of "TBD". This is due to the fact that it will take a week or two to transition you to full time employment as it pertains to our systems, payroll, etc. Start date should be early June timeframe.

I've also attached an overview of our benefits for your review. We are so happy to have you on board and appreciate all of the great work you've done for us.

Kind Regards, Melanie

Melanie Collins

Human Resources Manager

GE - Intelligent Platforms ☐ :: +1 508-698-7566 | Dial Comm: *309-7566 ☐ ::

Melanie.Collins@ge.com

*****END of email

1 Disability and rehabilitation. I was getting paid less at State of Indiana then what GE healthcare
 2 offered but I was contented at State of Indiana; it was also low stress job. I resigned from state
 3 of Indiana job as GE Healthcare induced me into giving a greencard, permanent residency, more
 4 salary as while at state of Indiana I was on my fifth year of H1 B(approaching total six year of
 5 h1B time).

6
 7 115. –It was my mistake to move from Indiana to remote , cold place where GE had no
 8 real intention to give me permanent job which I needed in order for my greencard but I was
 9 INDUCED by GE(lots and lots –one can SAY MOST of product development-software
 10 firmware is outsourced and not done in USA or /and in Waukesha).

11
 12 116. .It was my mistake that I moved to Waukesha from State of Indian –department of
 13 Disability and rehabilitation job.

14 117. Later GE healthcare came back in 2011 for Waukesha, WI full time job; even
 15 before
 16 in-person interview I emailed GE manager David Mehring and architect Nate Davis (EXHIBIT
 17 21) that my PERM (with department of labor)for greencard needs to be filed at least 365 days
 18 before My total 6 years of H1 runs out(H1 B expires) in order for me to get 1 year extension for
 19 my H1 B until I get greencard.(.But after HIRING me, knowingly GEHC didn't file PERM at
 20 least 365 days before my H1 so even when GEHC was terrorizing me I could left GE and work
 21 at another company –so this was a conspiracy.). Jenny Schragger Fragomen immigration
 22 attorney should be in jail along with GE people.

23
 24
 25 118. **Below is what shows history, relationship between GEIP, Boston**
 26 **and GEHC, Waukesha, WI.**
 27
 28

1 119. Same GE intelligent platforms people from BOSTON, MA including Reema
2 Poddar
3
4 -my former senior Boss (head of remote service solution at Boston) was driving new platform
5 that Jeff Immelt was developing –and he bet billion of it—At Boston I worked on and I was first
6 handful of engineers who developed asset management platform NOW it became PREDIX –jet
7 engine , energy electric grid, locomotive rail engine—GE , Reema Poddar did best by
8 humiliating me as a consultant and giving HIGHEST degree of tension about converting my
9 consulting role into full time –(GE Intelligent Platforms in Boston,MA , Reema first offered full
10 time job and then after dragging it for sometime and telling that as GE took government money -
11 TARP(Troubled asset relief program) –I FIRST join GE as a consultant instead of full time
12 employee—)

14 **Below is GEIP, Boston projects I did:**

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wireless monitoring solution - Microsoft Internet Explorer

Address http://12.148.243.86/ge.av/Default.aspx

a solution powered by
GE Intelligent Platforms

GEAdmin

Manage System | Manage Assets | Home | Help

Date: 6/9/2010
Time: 17:06

User Profile | Logout

Currently no messages to display.

GE

SUMMARY

TOTAL VARS: 5

VARs

- GE Aviation (2)
- GE Jenbacher (0)
- GE Motors (1)
- GE Transportation (6)
- GE Turbines (77)

Customer Detail

Refresh Assets | Increase Cache Size | Auto Refresh Progress

(GE) (Total Assets: 342)

| Online | ID | Aircraft ID | Engine Type | Engine Serial | DEGT |
|--------|-------|-------------|-------------|---------------|-------|
| Online | 001 | GP7200-L10 | GP7200-L10 | 550-000 | 69.73 |
| Online | 00231 | GE90-110B1 | GE90-110B1 | 00231 | 8.064 |
| Online | 00234 | GE90-110B1 | GE90-110B1 | 00234 | 8.064 |
| Online | 00236 | GE90-110B1 | GE90-110B1 | 00236 | 8.064 |
| Online | 00246 | GE90-110B1 | GE90-110B1 | 00246 | 8.064 |
| Online | 00257 | GE90-110B1 | GE90-110B1 | 00257 | 8.064 |
| Online | 00362 | GE90-110B1 | GE90-110B1 | 00362 | 8.064 |

Fleet Health Indices

DEGT 22.32

EGTHDM 27.34

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GE Intelligent Platforms

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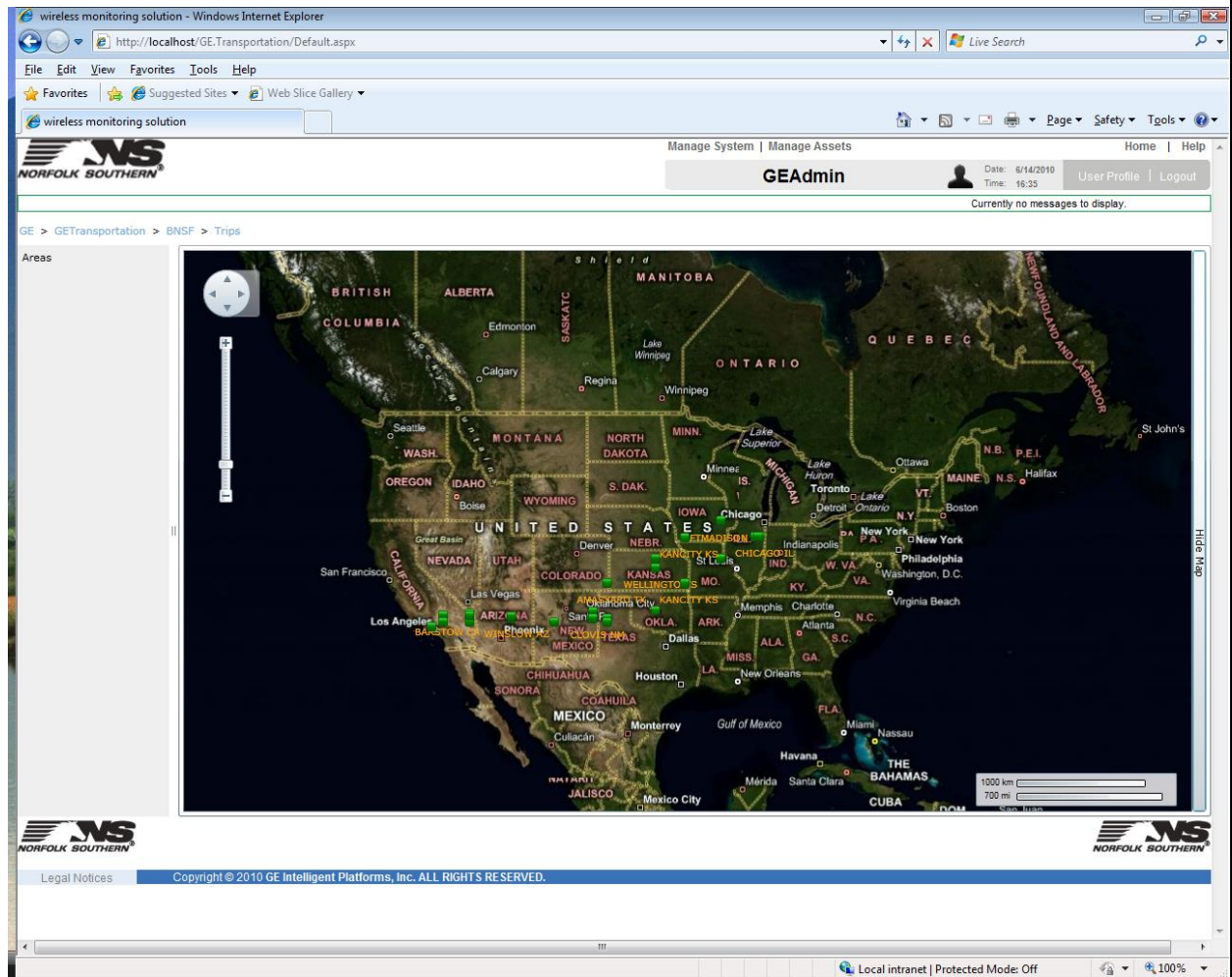
start

wireless monitoring s...

Internet

Desktop

5:07 PM





120. GE BOSTON

GE Transportation(GE Boston)

From: Baldwin, Christopher (GE Intelligent Platforms)

Sent: Thursday, May 20, 2010 1:12 PM

To: Paiva, Kenneth (GE Intelligent Platforms); Trivedi, Madhuri (GE Intelligent Platforms, Non-GE); Bowman, Ward (GE Intelligent Platforms); Kapusta, Bill (GE Intelligent Platforms); Miller, Shane (GE Intelligent Platforms); Wienzek, Mark (GE Intelligent Platforms)

Cc: Blair, Jason (GE Intelligent Platforms); Watt, Blayne (GE Intelligent Platforms); Savoie, Matthew (GE Intelligent Platforms)

Subject: Transportation system design document

This is a document to capture our Transportation project work for the next 2 weeks for this POC. It will need to be updated for the fuel screens when we get queries from GET (hopefully today).

Comments welcome ☺Chris

GE POWER (GE Boston)

From: Baldwin, Christopher (GE Intelligent Platforms)

Sent: Wednesday, May 26, 2010 10:46 AM

To: Paiva, Kenneth (GE Intelligent Platforms); Wienzek, Mark (GE Intelligent Platforms); Miller, Shane (GE Intelligent Platforms); Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

Cc: Kapusta, Bill (GE Intelligent Platforms)

Subject: GE Jenbacher docs

Jenbacher docs. I'll have to sift through them and my notes and come up with a requirements document for us to move on. I think it will be more like Energy than Transportation with actual assets to monitor.

Chris

From: Wienzek, Mark (GE Intelligent Platforms)

Sent: Friday, May 07, 2010 1:16 PM

To: Bowman, Ward (GE Intelligent Platforms)

Cc: Blair, Jason (GE Intelligent Platforms); Watt, Blayne (GE Intelligent Platforms); Baldwin, Christopher (GE Intelligent Platforms); Neri, Stephen (GE Intelligent Platforms); Paiva, Kenneth (GE Intelligent Platforms); Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

Subject: UI Automation in Silverlight

Ward,

Not sure if Engineering has started looking into making the DVS system accessible through UI automation but I think we should start thinking about it. Mark

Below are several links:

Silverlight Accessibility Overview

- [http://msdn.microsoft.com/en-us/library/cc707824\(VS.95\).aspx](http://msdn.microsoft.com/en-us/library/cc707824(VS.95).aspx)

UI Automation of a Silverlight Custom Control

- [http://msdn.microsoft.com/en-us/library/cc645045\(v=VS.95\).aspx](http://msdn.microsoft.com/en-us/library/cc645045(v=VS.95).aspx)

AutomationProperties.AutomationId Attached Property

- [http://msdn.microsoft.com/en-us/library/system.windows.automation.automationproperties.automationid\(v=VS.95\).aspx](http://msdn.microsoft.com/en-us/library/system.windows.automation.automationproperties.automationid(v=VS.95).aspx)

*****end of emails

121. Reema Poddar and all those Boston People came to know that I have joined GE healthcare in Waukesha...

122. Soon after joining GE healthcare in Waukesha, WI; I realized that GE healthcare HIRED ME as they wanted to get ahead of GE Boston people, playing internal GE subsidiary politics ; BECAUSE THEY WANTED INSIDER INFORMATION ABOUT GE BOSTON AND ALSO MY EXPERIENCE IN REMOTE SERVICE AT GE BOSTON APART FROM OTHER EXPERIENCE AND SKILLS BUT SOME OF THE FACTOR WAS ME WORKING IN SAME REMOTE SERVICE (also I worked in remote service at United Technology corporation in Connecticut; UTC is a competitor of GE in jet engine business).GE healthcare in waukesha wanted to get GE corporate funding that GE Boston people were allocated and Boston

1 people were Driving that remote asset management project—which GE healthcare people were
 2 MAD at because GE healthcare people thought that we have already been doing Remote Service
 3 for some years while GE boston people have no experience in remote service...(I have email
 4 communication some of it to prove this)Plus GE healthcare people thought and believed that as
 5 being in healthcare GEHC have more knowledge of it than GE Boston people—how the Hell GE
 6 Boston got the funding and HOW TO GET all the GE CORPORATE FUNDING and attention
 7 back to GE healthcare in terms of REMOTE SERVICE and REMOTE Asset management..so I
 8 was a SCAPEGOAT of GE division infighting and this intra subsidiary politics...

10 123. I worked super hard in Boston, MA hoping that if I do so GE will hire me as a full
 11 time as GE has promised and I did delivered...But again during our last couple of meetings;
 12 engineering manager himself started discussing –and it came up that lots of work needed to be
 13 done in terms cybersecurity – needed LOT more TIME, money and Schedule than Rapid
 14 application development GE Boston was doing; especially for GE aviation jet engines and GE
 15 energy Electric grids, GE locomotives , GE water tanks--GE Intelligent Platforms in Boston –
 16 Reema Poddar, Engineering managers and program mangers didn't care to allot time, resources
 17 to address this and kept deploying these solutions for various GE divisions and GE customers..
 18 Plaintiff Trivedi's role was different and there were separate Cybersecurity effort/people(Trivedi
 19 didn't mean NOR wanted to Step in Toes of those cybersecurity efforts/people –do their job
 20 instead of what she was assigned and Trivedi was not assigned on cybersecurity work PLUS
 21 TRIVEDI needed scheduling permission in terms of Time and Tasks to do from PROGRAM
 22 MANAGERS for example Ken Paiva and General manager who allocate finances in order to do
 23 and several people were required to do this instead of JUST ONE PERSON TRIVEDI)--- I
 24 didn't fight and was 100% polite –I was focused on delivering what GE Boston told me to do..
 25
 26
 27
 28

1 124. ...Coming back to GE healthcare in Waukesha, WI –as I alleged in my complaint
 2 "Insite exc" was falling apart--with 465 critical defects –and GE retaliated, framed me for not
 3 joining GE healthcare's fraudulent scheme for SIGNING OFF on Test plans that Insite EXC is
 4 working fine (so GE healthcare can release it for SURGEY MOBILE ARM OEC 9900) and
 5 other medical devices—I declined and I wrote to managers that GE is not following quality
 6 procedures, it has security defects, vulnerabilities , GE's massive mountain size EGO was hurt
 7 plus I was an IMMIGRANT WOMAN WHOSE IMMIGRATION WAS IN GE's HAND –
 8 exposing GE and it's managers about such wrongdoing –Despite such a desperate cry, calls,
 9 emails and including but not limited to threats by GE's internal divisions to SUE GE- as GE was
 10 not fulfilling it's service contract obligation –GE signs with hospital and doctors when they buy
 11 GE healthcare medical devices---I am aware of email sent to general manager David Elario by
 12 GE division (for example X Ray, Surgery divisions) that they would Sue Global service
 13 Technology –GST(I worked at GST division who provided SERVICE technology and support
 14 to GE medical devices)..

15 125. GE healthcare and it's management were NOT at ALL SERIOUS to replace Insite
 16 EXC (replacing it totally with new remote service and control platform..)---...NORE GE
 17 healthcare was working on either fixing Insite EXC critical defects, cybersecurity vulnerabilities,
 18 performance, quality and more. ZERO sense of doing it Immediately or as soon as POSSIBLE>

19 126. INSTEAD GE under new initiative by Jeff Immelt was working on developing
 20 JUST
 21 ONE PLATFORM THAT WORKS FOR ALL GE DIVISIONS- at Waukesha, WI – we were
 22 working with GE intelligent platforms in FOXBOURO, Boston< MA , GE Energy, GE digital in
 23 Detroit, GE transportation in Pennsylvania and bunch of other division who on daily basis wrote
 24

1 bad, GE internal divisions' infighting, insulting email to each other, fought daily –diverted blame
 2 on each other—and wanted to get all or as much as financial funding from GE corporate and also
 3 CREDIT, recognition, politics and appreciation etc for developing new platforms –so wanted to
 4 show other GE division as stupid and incompetent...and again it was same Immigration attorney
 5 handling my immigration case in Waukesha < WI Jenny Schragger (Exhibit 11, 20, 23 of plaintiff
 6 complaint in this court) ---ONEREMOTE SERVICE PLATFORM that FITS all GE assets such
 7 as GE energy,GE intelligent platforms, GE transportation, GE healthcare medical devices—was
 8 not going anywhere for more than two years PRIOR to me joining GE Healthcare and also while
 9 I was at GE –it was number of issues and was stagnant --- Reema Poddar and others from GE
 10 Boston were driving this one REMOTE platform FITS all GE assets ---new initiative --SO GE
 11 healthcare thought that along the line after unknown number of years , at one point of time –
 12 hopefully we will replace “Insite EXC” when this new BIG platform that works for all GE
 13 ASSETS will be developed.

16 127. During Trivedi's First project insite exc integration; Trivedi uncovered cyber
 17 securities issues, quality issues and defects , fraud ---GE manager moved second half my
 18 duration at GEHC but at that time
 19 –customers, support group would still call me/email for insite exc support as no one was helping
 20 them and they couldn't do their job –including MRI—I mentioned that to manger in one on one
 21 and manager continued retaliation...second project had lots of infighting , disfunction and
 22 chaos...GE was failing and when lead systems designer were not able to do technical job they
 23 diverted his blame to me..sachin kendale(his linkedin profile EXHIBIT 34) naresh wrote code
 24 that took 20-40 minute on screen to load 1000 devices---second project I was assigned to FIX
 25 BUGS/defects –there were more than 250-300 open defects and design issues on second project
 26
 27
 28

1 that Trivedi was assigned to test and FIX...While I was doing testing again it opened can of
 2 worms for which technically incompetent GEHC Greg Stratton, Nate Davis, Sachin Kendale,
 3 Naresh , some staff in India was responsible along with other GE energy, GE transportation, GE
 4 digital..Gregg statton was LSD and he was responsible for replacing Insite where he couldn't---
 5 In code review also I found out was he was doing wrong so he was exposed.(these emails are
 6 part of arbitration record.).he would fight daily on phone with other GE managers, write abusive
 7 emails—Trivedi was sitting right next to him..when sitting next to him due his such hostile
 8 behavior ; Trivedi was disturbed..and right round the time of sikh temple shooting in
 9 MILWAUKEE (Gregg Statton had valid gun license and he routinely when for HUNTING
 10 DEERS etc); as (mentioned in Mediations statement and letter by immigration attorney to CEO
 11 GE) that Gregg Stratton pointed fingers to me “shaping gun” ---**due to all this I moved my desk**
 12 **temporarily away from Greg as it was unproductive, hospital and intimidatin..GE manger**
 13 **made big issue of how it will look and soon put me on PIP...at this same time I was asking**
 14 **senior management that my manager is retaliation because of my first project insite exc related ,**
 15 **raising security concerns ..and I should be given a another reporting manager and management**
 16 **kept denying while aggressively integrating and releasing insite exc..**

17
 18
 19
 20 128. There was no issue of my poor skills –the issue was my insite exc speaking up ,
 21 GE's
 22 failure on second project to develop product within all GE divisions---Larry culp himself
 23 recently said that GE has to improve quality and stop infighting

24
 25 129. Below press release shows that GE CEO Larry Culp HIMSELF has admitted that
 26
 27
 28

1 GE has infighting problems and problem of its products' quality...Plaintiff Trivedi alleges here
2 in this complaint that these two factors play important role in GE getting rid of her while
3 Madhuri was doing her job.

4 Press release:---

5 [https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-](https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-quality-tighten-management-ceo.html)
6 [quality-tighten-management-ceo.html](https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-quality-tighten-management-ceo.html)

7 **UPDATE 2-GE needs to end infighting, fix quality, tighten management -CEO**

8 Published Wed, May 22 2019 2:49 PM EDT Reuters Alwyn Scott

9 (Recasts with comments about fixing GE's internal problems)

10 May 22 (Reuters) - General Electric Co, once seen as the epitome of corporate greatness, is
11 trying to end infighting between its divisions, tighten up management and fix quality problems
12 in its products, Chief Executive Officer Larry Culp said on Wednesday.

13 130. Plaintiff was terminated on May 31, 2013. Mediation was done in later 2013
14 and arbitration hearing was on May 2014. Arbitrator Final award was given on August 11,
15 2014.

16 131. Plaintiff contacted Food and Drug administration in December 2013 (EXHIBIT
17 5).

18 132. Plaintiff contacted Department homeland security in September 2013 by filing
19 visa and going in person to Milwaukee, WI DHS office.

20 133. For Dodd Frank act claims, breach of contract, SOX claims taking to district
21 court, SEC related claims, some other others –Plaintiff was not aware of her right to go to
22 district court earlier. No attorney she retained mentioned that prior.

B. FBI supervisor Agent and FBI special agent in charge

134. Plaintiff contacted FBI in Milwaukee, WI in April 2014. FBI Milwaukee Supervisor Clayton Wible who after looking into details called back that GE matter is False Claims Act/Quitam matter.

135. I contacted FBI again in California, San Francisco; wrote to special agent in charge David Johnson in November 2015 about criminal investigation related to GE, my matter. He assigned FBI agent. Last I met him in FBI San Francisco lobby in January 2017 and he said he is leaving FBI and was SORRY; said that "it is not him".

136. Below is emails as reference.

From: Wible, Clayton M. (MW) (FBI) <Clayton.Wible@ic.fbi.gov>

Date: Tue, Aug 25, 2015 at 6:37 AM Subject: RE: Please contact US att General Loretta Lynch To: Madhuri Trivedi

Madhuri, As we have discussed before, I am unable to intervene or lobby on your behalf. While the following does not represent legal advice, I can only suggest the very action(s) I have suggested in the past: hire new, or keep working with existing, legal representation to address your immigration matters. For the above reasons and more, I cannot and will not be contacting AG Lynch as you requested. Sincerely, SSA Wible

137. **Later David was appointed as Executive assistant director of FBI reporting to James Comey. In January 2017, David left FBI.**

From: Johnson, David J. (SF) (FBI) <David.J.Johnson@ic.fbi.gov>

Date: Tue, Nov 24, 2015 at 9:20 AM Subject: RE: MIT alum: Work authorization, Extreme hardship declaration, financial loss, humanitarian and distress

To: Madhuri Trivedi Cc: "San.Francisco" <San.Francisco@ic.fbi.gov>

1 Good morning—I have received your email and will have someone reach out to you.

2 Thank you. David

3
4
5 **C. GE fraud related**

6
7 138. Connectivity –lucrative money making service contracts (which generates
8 annual recurring revenue for GEHC(in terms of upto \$8 billion per year) instead
9 of ONETIME sale of medical device) was better than critical defects-bugs-security
10 vulnerabilities-design nonconformance –all of these put public health, safety, security
11 and privacy of their data at risk and exposure. Poorly protected & patched , Internet
12 Network connected with No proper and adequate detection & alerting,
13 Vulnerabilities of devices are RECIPE of DISASTER in hospital, & health system .
14 When Plaintiff mentioned that "why we are still shipping defective Insite2 product" ;
15 David Mehring mentioned that during a group meeting that "Connectivity is better
16 than Insite2 product" (means at least medical device will have connectivity).
17
18

19
20 **“InsiteEXC” “Insite2”**

21 139. At GE Healthcare, remote service and connectivity medical device “InsiteEXC” /
22 “Insite2” was remotely communicating and controlling 100,000 medical devices.
23 Medical devices were **ultrasound, MRI, surgery , Lunar, radiology servers** and
24 more. (Most of the GE medical devices were SOLD with INSITE EXC
25 PREINSTALLED; InsiteEXC was part of service contract offerings.
26
27
28

140. There were defects in terms of 465-2000 total bugs and **465 defects (EXHIBIT 9)** in category of critical design non conformances in PRODUCTION (means already in USE at hospitals); unresolved for several years and medical Device Insite Exc was launched in 2004.

SPR Trends

| Count of id | | Classification | | |
|-------------|----------|------------------|-------------------------|-------------|
| Year | State | Defect-Design NC | Improvement Opportunity | Grand Total |
| 2004 | Assigned | 2 | 2 | 4 |
| | New | 4 | 4 | 8 |
| | Resolved | | | |
| 2005 | Assigned | 5 | 8 | 13 |
| | New | 6 | 4 | 10 |
| | Resolved | 1 | 1 | 2 |
| 2006 | Assigned | 45 | 14 | 59 |
| | New | 32 | 9 | 41 |
| | Resolved | 27 | 7 | 34 |
| 2007 | Assigned | 27 | 5 | 32 |
| | New | 258 | 52 | 310 |
| | Resolved | 18 | 8 | 26 |
| 2008 | Assigned | 9 | 1 | 10 |
| | New | 6 | 1 | 7 |
| | Resolved | | 1 | 1 |
| 2009 | Assigned | | 1 | 1 |
| | New | 5 | 2 | 7 |
| 2010 | New | 12 | 2 | 14 |
| 2011 | Assigned | 3 | | 3 |
| | New | 5 | 2 | 7 |
| Grand Total | | 465 | 124 | 589 |

Changes in 3Q:

- 15 SPRs closed
- Reviewed and "dispositioned with justification" 12 Unacceptable Risk sprs imported incorrectly from DDTS

5.2 release

Open Issues:

- 465 Design Non-Conformances
- 124 Improvement Opportunities
- Will be closed with justification when RSvP program retires Questra back-office

141. It lacked security features, audit trails, activity logging and security reporting.. (i) the

design and technology of Insite EXC were flawed as they were plagued with 465 critical defects unresolved for several years including severely deteriorating performance ---including but limited to that online engineers could not do remote connection to check, fix medical device(remote connection was a SELLING POINT for this product and all service contracts for insite EXC were signed based on remote connectivity; (ii) GE didn't publicly disclosed this issues; (iii)

1 the Company lacked adequate management controls to report/fix/address these issues; and (iv) as
2 a result of the foregoing, GE's public statements were materially false and/or misleading and/or
3 lacked a reasonable basis.

4
5 142. Fraud attorney at [Cohen Milstein](#) law firm said that it is fraudulent inducement.

6 143. GE performed sham quality tests and “willfully concealed the existence,
7 frequency
8 and severity of the products’ defects,” with “grossly inadequate testing procedures”. Tech
9 leads/seniors were skipping quality steps, testing needed.

10
11 144. For knowingly selling defective, life threatening medical devices used by
12 Department

13 of Defense, Veterans Hospitals; medicare, medicaid ; other public government
14 programs.

15
16 146. **Department of defense signed \$400 million of service contracts in last ten**
17 **years**

18 147. GE SEC filings 10-K state that “Our products are subject to regulation by
19 numerous
20 government agencies, including the U.S. Food and Drug Administration (U.S. FDA), as well as
21 various laws that apply to claims submitted under Medicare, Medicaid or other government
22 funded healthcare programs.”

23
24 148. (In 2013 , at Veterans hospital in NY patient died due to faulty GE MRI
25 system.....so
26 GE has been reckless in their devices).

27
28 149. For bringing this fraud and defects to management's attention and NOT willing to
Page - 70 -of 287 COMPLAINT Madhuri Trivedi v. General Electric et al.

1 participate in their fraudulent scheme. Madhuri- I was harassed, received abusive treatment and
2 wrongly accused of insubordination . She was also ostracized and marginalized by management.
3 Since then I have been suffering terrorizing acts due to GE and their influence at all level

4 150. EXHIBIT 17 attached- for many GE devices, they are making claims that it has
5 HIPPA /HITECH robust, security, audit trails, reporting which is false.
6

7 151. These medical products were critical to the care of the hospital patients, including
8 armed services personnel and veterans, and The fact that the defective nature of these products
9 was not disclosed is unconscionable

10 152. While doing public release—intentionally hide information from shareholders and
11

12 153. SEC as per section 302 and 402 public release, inside and outside-company sales,
13 marketing and customer brochures with/for various medical devices such as surgery arm, cardio
14 etc. Sales information online for medical devices and public press release----and elsewhere
15 where GE omitted and misstated /failed to disclose any InsiteEXC issues/facts/truth --instead
16 bolstered it ..
17

18 154. **the company is required to disclose all “material information” –information**
19 **that**

20 **an investor would consider important in the evaluation of an investment decision.**

21 155. Several Finance managers at GE knew it and they work with internal and external
22 auditors...

23 156. Laws prohibit deceptive practices for use, benefits of company business, revenue,
24 profit...
25

26 157. Failing to disclose material information concerning its usage, operation,
27 maintenance
28

not as advertised, sold and mentioned in contract agreement; with intentional inducement ..failed to willfully disclose and actively concealed defects for upto years(last 5-7 years where hundreds of critical defects). **Fraudulent Concealment by GE.**

I. InsiteEXC internal customers struggle for months to establish connectivity and Trivedi found short term fix

158. While after joining GEHC in 2011, right on my 2nd week on joining GEHC I found a work around where earlier online engineers (internal customer Missy Polak Ryan also complained)couldn't do remote connection to medical devices in hospitals and hence couldn't fulfil service contract OBLIGATIONS WITH CLIENTS/signed with DOD-department of defense/other hospitals—for months they were struggling and engineering staff couldn't find solution to problems. On my 2nd week I found a work around and send document first to Glen Livermore which was used by hundreds of online engineers/service engineers, was CRITICAL globally to do remote connectivity -it was a bandage –short term fix (to stop bleeding in operations and remote service and allow online engineer to do their jo and HENCE fulfil SERVICE CONTRACT OBLIGATIONS WITH CLIENTS). Long term fix was to developed new platform from ground up.

159. Male GE engineering staff looked (was obvious to they were incompetency) technically incompetent after above incident and as I started making waves.. Soon after that

II. Deposition of GE architect Bill Barbiux

1 160. Deposition of GE architect Bill Barbiux taken by Madhuri. Transcript deposition
2 pieces(EXHIBIT 16)

3 **Page 3** Q Did I treat you with respect when I was with GE?

4 A Yes.

5 Q You had good working relationship with me, right?

6 A Yep.

7
8 Page 61 Q So in your opinion, the work I did for -- I did for security VNC server
9 issues on Surgery was good work, and it was good for GST given that I was a couple
10 of months old within the company, and it was -- I was bringing tons of issues, and it
11 was too much for them. I was expressing tons of concerns, and it was truth. It was
12 not just -- It was happening. Things were not working the way they were supposed
13 to.

14
15 Q Good work for GST.

16 A Yes. Technically, I thought what you were doing -- a lot of what you were doing
17 Made sense.....

18
19 Page 107 Q Do you have knowledge that there were design nonconformances,
20 means defects in Insite ExC in production?

21 A Yes.

22 Q Do you have any idea of how many of them?

23 A I don't recall. I know there were several hundred or more.

24 Q So it says 465.

25 A Okay.

26
27 Q So your -- I'm talking about -- I'm just consolidating everything in one
28

1 sentence. Your point was connectivity is better than defects in Insite ExC. At the least we
2 wouldhave connectivity?

3 A Right.

4 Page 168 Q At the time of Insite ExC release, when it was public facing, it failed
5 a security test or had the security concerns?
6

7 A Yes.

8 Page 170 Q Insite ExC in production had security issues. Is that correct?

9 A The user interface, which is a little bit different, yes, had some security
10 vulnerabilities found during Scabba testing. Our mitigation was several things:

11 One of them was to move the user interface inside GE.
12

13 Q So some of the security vulnerability still exist today?

14 A Yes

15 Q So any GE employee inside GE network can potentially try to exploit that
16 vulnerability?A Depends on the vulnerability.

17 Q So is this -- Do you consider that's insider threat detection, and not having
18 Proper insider threat detection in place? Its considered insider threat detection, right?

19Given those security issues still exist where an insider can try to
20 potentially -- or can try to exploit those.
21

22 Q Is it considered good security strategy or is it --

23 A To move the interface to the inside?
24

25 Q And keep those security vulnerability as --

26 A That was one of our only options.The user interface was upgraded
27 from 4.1 to 5.2. That's where a lot of the vulnerabilities came in, so --
28

161. There are several other items Bill admitted as well (EXHIBIT 16)

III. Retaliation and fraudulent integration of InsiteEXC when Trivedi reports to management, executive Dave Elario who further threatens to take Trivedi off job and more aggressively releases Insite

162. Plaintiff suffered disparate treatment, retaliation harassment including sexual in nature for not joining GE's fraud scheme.

163. GEHC manager David Mehring and project lead scheduled 23 days (EXHIBIT 26) for me to finish ;

1000 pages worth of testing procedure and at the same time develop new testing procedure for 1000 pages that would work on linux and windows platform both and also work on linux while

164. Plaintiff Trivedi was working on a project "integration of Insite2/Insite EXC on surgery platform"; Ms. Trivedi found and investigated issues of product being vulnerable for security attacks/hacking. Security vulnerabilities were agent was accessible by multiple ports.

165. Being new to company I did contributed and delivered values. There is a Trend of shifting/putting blame inappropriately for things I am not responsible or I have no control over it, discrimination (being a female engineer and nationality) and retaliation for bring out those security/quality issues; while they were showing disregard to address/fix and prevent these very important issues from happening. It was a job needs to be taken seriously. This is a SERIOUS problem and I was trying to take care and was doing best job. My performance was geared for making sure that these kinds of quality/security issues does not happen to medical devices. At GEHC, I put this at first and foremost in my daily job and duties.

1 166. When I pointed out deficiency on systems; manager/leads got upset and treated
2 me
3 discriminatory. Other employees who were doing this kind of work were not held accountable.
4 They were not making waves. I was retaliated for coming out/coming forward. Manager
5 differentiated between them and Ms. Trivedi in treatment when it came from a minority woman
6 who is a hard working engineer. Ms. Trivedi was put on a PIP to **improve relationship** There
7 are several factual evidences including but not limited to that Ms. Trivedi was working with
8 dedication to quality, technical rigor, Inclusiveness and clear thinking.

10 167. When I requested a meeting with Dave Elario; he did not come as her mother got
11 sick
12 he said. I sent information to him regarding what was happening via email. After sometime to
13 find a solution; in early February I requested Dave Elario's boss Mike Swinford to meet and help.
14 Mike sent Dave Elario to meet with me. Dave Elario got very upset at me as I went to his boss
15 and told me that even if his boss Mike wants to transfer me to another group/manager, Dave E.
16 won't let that happen and he will advise Mike Swinford against that and against supporting me.
17 Also Dave Elario threatened that he will take me out of job. (Ms.Trivedi thought there would be
18 an open door policy.) After a week of this they put me on a Performance improvement
19 plant(PIP). During PIP also managers lied of what we discussed my progress, manipulated
20 discussion and kept harassing me; beating me up no matter what I did..I was also all burnt out
21 and exhausted- mentally, emotionally and physically due to their torture and such disperate
22 treatment, retaliation.

26 168. My email to Dave Elario with highlights paragraph relevant this
27 cause of
28

actions and allegation here. And Dave Elario's response email that I work on my relationship skills.

From: Elario, David (GE Healthcare) <David.Elario@med.ge.com>
Sent: Friday, November 16, 2012 8:07 AM
To: Trivedi, Madhuri (GE Healthcare) <Madhuri.J.Trivedi@ge.com>
Subject: Re: information

Madhuri,

Thank you for the info. I know you spent time with Mike Truman and others a few weeks back. If there are open issues, please circle back with Mike or Dave Mehring.

One thing I've learned over the years is that not all of my ideas are supported. I've always tried to work to understand rationale at times but sometimes the business does make decisions to move in a direction. Sometimes, I've seen that my idea while not right at the time later got accepted. In the end, we all should stay focused on working on our responsibilities and building strong relationships.

Dave Elario
 GM Core HCS Services
 Global Services

3114 N. Grandview Blvd

.....
From: Trivedi, Madhuri (GE Healthcare) **Sent:** Thursday, November 15, 2012 1:04 PM **To:** Elario, David (GE Healthcare) **Cc:** Trivedi, Madhuri (GE Healthcare) **Subject:** FW: information

Hi Dave Elario,

Resending this email again; it's 2MB size. Thank you for your time.

Best, Madhuri

From: Trivedi, Madhuri (GE Healthcare) **Sent:** Saturday, November 03, 2012 6:20 AM **To:** Elario, David (GE Healthcare) **Cc:** Trivedi, Madhuri (GE Healthcare) **Subject:** information

Respected Dave Elario,

Hope your mother is feeling well now. I wanted to go over few things during our meeting.

1 ☐ There had been some security/configuration issues when I was testing Insite Exc-agent for remote
2 desktop was running on IPV4/IPV6 and also on multiple ports by default(so it is wide open for world to
3 access and hack the system). There was lots of investigation and solutions I worked on to address
4 these...but the project lead for that did not have any time scheduled for this. And was not helpful to
5 address this. I had several HITECH/HIPPA training before and have worked in Healthcare and know it's
6 addresses confidentiality, availability and security of data. so I wanted to address this as it was crucial.

So instead of addressing and investigating why it's failing; LSD and PL(mentioned this to manager

also) they were over confident and took Windows and Linux as same when it's apples and oranges. &
created problem for me.

9 ☐ Greg yelled at RSVP team manager and lead several times and at the end for no reason he did that to
10 me. David Mehring told me that he has temper problem. So I have moved my cube(also I wanted to stay
11 away from microwave)

12 ☐ ONLY Due to my work and support since December 2011 till date InsiteExc customers-OLE(more than
13 100 OLEs have used documentation I created for support) can access device remotely using XP/Windows

14 So instead of addressing/supporting these; they took it other way---Is there any guidelines when a
15 person is (doing a right thing and still tech leadership/manager do not take that into consideration and
16 instead use it against) for us so that the person who brings this up and it is properly addressed and taken
17 care and the person does not get into problem for doing right thing...

18 ☐ Doing right thing is what matter not pleasing people. I have always communicated nicely in a pleasing
19 way; people should understand enormity.

20 Due to all this people who report to core team and other GST team don't even report all good work I
21 do..Like my Exc support was never reported by the person in a quarterly review even though they know
22 that I am doing it while they report about other team member. Should not things that actually happened
23 should be reported.

24 This is short summary. I may send some remaining details later. I have worked in life science, Electronic
25 Med Records, Health insurance area and remote service- each day I come to work excited forgetting all
26 this behind but still others are not letting it go. When I am being blamed for things I am doing right..I
27 have told Dave M that I will improve my influencing skills going on and I am already reading a book-and
28 doing online courses.

☐ I take ownership and deliver in agile (flexible to requirements and iterative) for projects from concept
through delivery; but all this is unnecessary friction- mentioning all this to manager during 10n1 also do
not do any good...are waste of time and energy and brings down my productivity because other people
are also reporting to them so they listen to them more even though it's not right. I take work as a
worship. Thank you very much for your time..

1 169. Despite internal GE groups writing emails to Dave Elario that they can't fulfill
 2 contract obligation that they sign with customers(private , public and government hospitals ,
 3 doctors who use these medical devices). And I Madhuri also informed managers/Dave Elario
 4 about these issues.

5 170. Dave Elario-General manger at GE bragged how aggressively GE is integrating
 6 Insite
 7 Exc(name of defective medical device) in couple dozen medical device types. This was audio
 8 video recorded during quarterly internal townhall for all employee meeting. Despite all these; He
 9 and GE kept integrating, installing and releasing into production and to costumers(hospitals) on
 10 all kinds of medical devices(aka ultrasound,); ..And were proud to finish modality integrations
 11 on as many modality as fast and as quickly and as they can. While beating Madhuri and working
 12 on systematically to get rid of her. Even after Dave Elario was made aware of issues and that it is
 13 misleading, false and omission by not disclosing these issues as well as GE was saying that it
 14 was HIPPA-HITECH complaint but Insite EXC lacked adequate controls for this; --most critical
 15 is Insite EXC failed security tests from DAY 1 and knowingly GE released it on all kind of
 16 medical devices for years..

17 171. It is Conspiracy and false case made against Madhuri to end her employment with
 18 GEHC . When GE kept harassing me when I was doing my job, tests failed and as GE knew
 19 defects but knowingly didn't tell me about them instead tortured me that I am slow and stupid.
 20 but the truth was I did understand but they were technically incompetent and were doing fraud by
 21 concealing these material defects to me, customers and public- stakeholders and stockholders,
 22 regulator)

23 172. **Below is my First Project "Insite EXC" , manager's review where Dave Sallis**
 24
 25
 26
 27
 28

wrote that it is GE's problem. Also GE fired Dave Sallis just a month (April 2014)before my arbitration hearing on May 2014...

EXHIBIT 22 that

“Sean Scillen Quarles and Bradley attorney who represented GE at arbitration- he knowingly didn't provide EXHIBIT 22; where manager Dave Sallis “gave good rating in my performance review and wrote that it is GE's problem”-Sean didn't give this document during discovery(otherwise I would called Dave Sallis as WITNESS in hearing—and gave on the day of hearing –seconds before hearing began..”

| EXHIBIT 22 | | | | | | | | | | | | | | | | |
|---|---------------------|---|---------|--------------------|-------------------------|---------------------------|--------------|---------------------------|--------------------------|----------------|----------------|-----------------------|---------------|---------------------------|---------|---|
| Feedback GST Engineering - Midyear 2012 | | | | | | | | | | | | | | | | |
| 1 = lowest evidence 5 = highest evidence | | | | Skills 1 thru 5 | | Performance 1 thru 5 | | Growth Values 1 thru 5 | | | | | | Written Examples/Comments | | |
| | | Program Name (Please fill this in from which program perspective you are providing the feedback) | Manager | Domain Knowledge | Technical Depth/Breadth | Personal/Team Development | Deliverables | Communication | Quality of Work Products | External Focus | Clear Thinking | Imagination & Courage | Inclusiveness | Expertise | Overall | |
| Name | Team Name | | | | | | | | | | | | | | | Please provide examples and specific inputs below to help make the feedback as valuable as possible. Please look at the new GV behavioral anchors to provide more inputs |
| Trivedi, Madhuri | Secure Connectivity | | Dave | | | | | | | | | | | | | some conflicts that at this time I would put the emphasis on the more experience team members to grow and learn a better approach to bringing a new person on board. The environment of the team being really stretched factors into this too. We can discuss more in person if you really want to dive deep, however since she has been re-assigned, she seems to be working |
| | | | | | | | | | | | | | | | | D. Sallis |

173. With Second project RSVP GEIP project , there was lots of stress and tension between team leads/managers/memebers and overall..as there were three companies-GEHC, GEIP and GE Energy; hence different approaches, directions, priorities and it was not working well(even before Madhuri joined the team)

174. In Second project ;GE Digital manager Joe Purcell in Detroit and GE Digital team lead Barry in Detroit had concerns/conflicts with/about GE healthcare and Greg Stratton.

175. Mohieddine Barhoumi included me in defect review meeting where all leads/mangers/test engineers involved to help defect fixing . My contribution was impressive in those meeting and overall defect fixing. Joe Purcell, Barry and test engineers

1 from GEIP appreciated and thanked my approach, communication, collaboration and
 2 technical skills. Test engineers wanted to do what Madhuri was suggesting and they were
 3 delighted. In Second Project Joe Purcell, Barry also gave excellent performance review
 4 including soft skills and relationship but GE healthcare manager David Mehring and GEHC
 5 managers swallowed that and excluded any positive review I got about my “getting along” and
 6 “relationship” ..

8 176. I believe it is marital discrimination as well as I am divorced so illegally and
 9 pointing finger based on “relationship”---spouse of GE Executive lacked technical
 10 executives and were driving product quality at GEHC..GEHC architect Ofir Dahan fought with
 11 GEHC managers including my managers that “why these technical incompetent spouses of GE
 12 managers and executives are driving quality of medical devices when she/they have no clue what
 13 she/they are doing”. Ofir resigned from GEHC in April 2013(one month before I left)..GEHC
 14 managers Carl Conrath and David Mehring lied that Ofir was fired for not getting along and
 15 fighting but Ofir told me months back that he is leaving GEHC and ofir did RESIGN but GEHC
 16 manager Carl Conrath and David Mehring thought that Madhuri wouldn’t know true reason why
 17 Ofir left so best is to LIE..

20 177. During Second project other GE division (such as GE corporate, GE Energy,
 21 GE Transportation, GE digital)project leads and managers were happy with me but GE
 22 healthcare Wisconsin manager continuously retaliating and harassing me ---for no reasons
 23 --diverting their failure and blame onto me..

25 178. GE PRETEXT explanation is that I was transferred into second project);
 26 into which GE managers all across country and in outside of USA were writing abusive
 27 emails, verbal abusive phone calls, infighting and blaming each other --were totally
 28

1 dysfunctional with 1% productivity as for two plus years didn't produce anything. During
2 my last month at GEHC, GEHC was looking to BUY READYMADE Software/firmware
3 from OUTSIDE Company.
4
5
6
7

8 **Below are details about H1 B visa, immigration withdrawal while arbitration**
9 **pending, Thermo fisher job offer, GE & Jenny's email that Trivedi can't use**
10

11 **PERM elsewhere so she can extend her H1 B after getting fired**
12
13

14 179. Jenny worked on my H1B visa and department of labor certification related
15 to H1 B in 2010 when I was employed at GE, Boston EXHIBIT 20.

16 180. Later Jenny worked on my H1 B visa when I joined GE healthcare in
17 Waukesha, WI. Jenny also sent EXHIBIT 23— permanent residency letter. And **Exhibit 11**
18
19 when my arbitration was pending that she and GE has cancelled my H1 B visa and won't
20 pursue filing I 140 after my PERM in May 2013 was approved as "a person of extra-
21 ordinary ability". Jenny has shown a cold, pre planned , heartless, illegal unethical actions with
22 similar intent to be part of GE's scheme of retaliation.
23
24

25 **From:** Jenny Schragar [mailto:JSchragar@Fragomen.com]

26 **Sent:** Wednesday, July 03, 2013 2:12 AM

27 **To:** Madhuri Trivedi

28 **Cc:** Holton, Adam (GE Healthcare); barbara.tremel@med.ge.com; Price, Catherine N (GE Healthcare)

Subject: RE: madhuri

1 Madhuri -

2 We need to make this clear. Unless we receive authorization from GE's internal legal counsel, we
3 cannot postpone withdrawal of the H-1B petition. Second, unless GE Healthcare can guarantee
4 that they have a permanent offer of employment available to you (in the same position/location
as listed on the PERM application), the green card application will not move forward (i.e. GE
Healthcare will NOT file the I-140 petition).

5 In addition, we cannot opine on whether you have a claim pursuant to the Violence Against
6 Women Act.

7 Please note that we are GE's immigration counsel at this time. As you are undergoing the
8 mediation process within GE, kindly remove my name from copy on future email
correspondence as this is an internal GE matter.

9 Finally, we are not authorized to provide you with any further immigration guidance as you are
10 no longer a GE employee. You may wish to seek personal counsel for any future immigration or
11 employment issues.

12 Regards,

13 Jenny

14 Jenny S. Schrager

15 Partner

16 Fragomen, Del Rey, Bernsen & Loewy, LLP

17 7 Hanover Square

18 New York, NY 10004-2756

19 Main - 212.688.8555

20 Direct - 212.230.2883

21 E-mail - jschrager@fragomen.com

22 <https://www.fragomen.com>

23 From: Madhuri Trivedi <madhuritrivedi@hotmail.com>

24 To: "Holton, Adam (GE Healthcare)" <adam.holton@ge.com>, "Price, Catherine N (GE
25 Healthcare)" <catherine.price@med.ge.com>,
26 Cc: "jschrager@fragomen.com" <jschrager@fragomen.com>,
27 "barbara.tremel@med.ge.com" <barbara.tremel@med.ge.com>

28 Date: 07/02/2013 04:37 PM

Subject: RE: madhuri

Adam,

what about immigration support.

Once my H1 extension happens and greencard is portable

(I found out that employee can change the job based on H1 extension that prior employer filed
based on that employer's Labor certificate/ I 140.....to a new employer as long as old employer
continues supporting I 140 till it becomes portable..no monetary support is needed.....this is one
option)

1 Sincerely,
2 Madhuri

3
4
5 From: madhuritrivedi@hotmail.com
6 To: adam.holton@ge.com; catherine.price@med.ge.com
7 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com
8 Subject: RE: madhuri
9 Date: Tue, 2 Jul 2013 15:30:07 -0500

10 **Jenny**, What about Violence against woman act at workplace for immigration.

11 **Immigration mentions support to woman in workforce if such things have taken place from**
12 **low to critical severity and that can/have caused hardship to woman.** There is the a law if
13 such things against women happened at workplace. That addresses such things.

14 Sincerely,
15 Madhuri

16 From: madhuritrivedi@hotmail.com
17 To: adam.holton@ge.com; catherine.price@med.ge.com
18 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com
19 Subject: RE: madhuri
20 Date: Tue, 2 Jul 2013 12:46:27 -0500

21 Adam,

22 As I have mentioned below things related.

23 1) I just need to get back to job mainly for immigration /logistics issues. Once my H1 extension
24 happens and greencard is portable

25 (I found out that employee can change the job based on H1 extension that prior employer filed
26 based on that employer's Labor certificate/ I 140.....to a new employer as long as old employer
27 continues supporting I 140 till it becomes portable..no monetary support is needed.....this is one
28 option)

2) In the meantime which will be relatively short time; high skilled immigration law will be in
place which senate passed a bill for recently. So In future ,I may stay with same current GE
group , go elsewhere within GE or go outside of GE.

3) Consider this as negotiation points to resolve things and find solutions and come to common
agreements. I know in december there was appraisal training video session with several GEHC
HR leaders. And you mentioned that even if employee gets unfair rating they need to work on a
plan that manager gave ..While another HR leader said that if employee gets unfair ratings they

1 should get a new manager to work for and not a plan. There was a recorded session so you can
2 double check.

3 While I was employed I requested to Dave Elario and others to change the manager when
4 manager was being unfair. That's what Bill Barbiaux also mentioned that they treated you badly
and they were unfair.

5 So please consider me getting back to job as a short term things till immigration is worked out.
6 Why should I go through extreme hardship and also being a woman when I was doing good job
7 and they were unfair ... and those people did not address defects in production for ten years for
example.

8 Sincerely,
9 Madhuri

10 From: madhuritrivedi@hotmail.com
11 To: adam.holton@ge.com; catherine.price@med.ge.com
12 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com
13 Subject: RE: madhuri
Date: Tue, 2 Jul 2013 10:53:29 -0500

14 **I added info:**

15 **Otherwise it will create lots of hardship for me.** I was doing a good job and they gave unfair
16 ratings. There was a hostile and unprofessional environment(Dipti wrote unprofessional email on
my fifth working day for no reason and through out later on she was hostile and
17 unprofessional.reporting to manager such created more problems), managers and some leads
treated me badly and where unfair. Like Greg S. yelling, being hostile , showing & using body
18 language to use gun and then several time surfing on internet real guns from office desk (I saw
that because I sat next to him) to threaten for no reasons(at that same time Milwaukee temple
19 shooting happened and being Indian It was scary). I was doing a quality job there was a huge
stress within teams and management due to backoffice falling apart issues and huge conflicts and
20 stress in a project with GE Intelligent platforms ;which GEHC broke up after two years of
working with them. Old tool had lots of defects and they wanted me to work on newer tool with
21 keeping defects and I wanted to fix those. I have found out/investigated 30 incidents related to
security, networking, missing operating system libraries, connectivity, incorrect tests written for
22 production software, incomplete requirements, incorrect design and architecture which had
performance issues and scalability problems. These incidents had varying severity from critical
23 (stopping program for two months); product can potentially be hacked on medical devices where
it was installed, to medium and low severity. I was doing my job and it was my expertise.
24
25

26 All these shouldn't be considered.
27 It's like what can this poor girl do ; hence we will continue being unfair.

28 **Immigration mentions support to woman in workforce if such things have taken place**

1 **from low to critical severity and that can/have caused hardship to woman.** There is the a law
2 if such things against women happened at workplace. That addresses such things.

3 Sincerely,
4 Madhuri

5 From: madhuritrivedi@hotmail.com

6 To: adam.holton@ge.com; catherine.price@med.ge.com

7 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com

8 Subject: RE: madhuri

9 Date: Tue, 2 Jul 2013 10:31:40 -0500

10 Jenny >> As you asked "I don't know what you are referring to when you indicate "I know there
11 is something that company can do as there is no need to pay and it's fine." Kindly clarify. "

12 >> The employer may delay notification of the INS. The law does not place any deadline on an
13 employer to inform the INS of termination of employment. Upto 60-90 days employers do help
14 employees so to find new employment. May be it is a GE policy because of payment of wages.
15 But can that be leave without pay or ..I mean it's mutual agreement between me and company..I
16 can give in writing that I am waiving any payment of wages in the meantime etc. Even ADR
17 response was worked on it makes sense to hold on H1 till the response is received.

18 Employer could give worker reasonable time to find a new petitioning employer.

19 **Otherwise it will create lots of hardship for me.** As I have mentioned in ADR that I was doing
20 a good job and they gave unfair ratings that led to me loosing a job wrongfully.

21 **My first step for greencard has been completed. It is not portable; GE can support till it
22 becomes portable so I can transfer that without loosing any benefits. In the meantime new
23 immigration law will be in place. So GE can support for short time and then I can change
24 the job if I need to.**

25 Also Adam, I sent out Solutions Form on 06/09. Ayesha was out whole week for a vacation. And
26 then it was moved to next Friday hence two weeks just passed by with no progress. As a senior
27 HRM you can relate how important timing wise it is to address. I did everything I could from my
28 side.

**Immigration mentions support to woman in workforce if such things have taken place from
low to critical severity and that can/have caused hardship to woman.**

Sincerely,
Madhuri

From: madhuritrivedi@hotmail.com

To: adam.holton@ge.com; catherine.price@med.ge.com

CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com

Subject: RE: madhuri

Date: Tue, 2 Jul 2013 10:31:40 -0500

Jenny >> As you asked "I don't know what you are referring to when you indicate "I know there

1 is something that company can do as there is no need to pay and it's fine." Kindly clarify. "
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 5 But can that be leave without pay or ..I mean it's mutual agreement between me and company..I
 6 can give in writing that I am waiving any payment of wages in the meantime etc. Even ADR
 7 response was worked on it makes sense to hold on H1 till the response is received.
 8 Employer could give worker reasonable time to find a new petitioning employer.
 9 **Otherwise it will create lots of hardship for me.** As I have mentioned in ADR that I was doing
 10 a good job and they gave unfair ratings that led to me losing a job wrongfully.
 11 **My first step for greencard has been completed. It is not portable; GE can support till it**
 12 **becomes portable so I can transfer that without losing any benefits. In the meantime new**
 13 **immigration law will be in place. So GE can support for short time and then I can change**
 14 **the job if I need to.**

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 16 then it was moved to next Friday hence two weeks just passed by with no progress. As a senior
 17 HRM you can relate how important timing wise it is to address. I did everything I could from my
 18 side.

19 **Immigration mentions support to woman in workforce if such things have taken place from**
 20 **low to critical severity and that can/have caused hardship to woman.**

21 181. Because Jenny intentionally and knowingly didn't file my PERM certificate
 22 365 days before my H1 B visa EXPIRE; so that I can EXTEND my H1 B
 23 BEYOND total SIX years(even when GE fired me illegally and cancelled H1 B). So
 24 if Jenny would have filed my PERM with department of labor 365 days before my
 25 H1B was expiring even when I got fired by GE in 2013; I could have got my H1 B
 26 extended at some other employer.

27 **From:** Jenny Schrager [mailto:JSchrager@Fragomen.com]
 28 **Sent:** Wednesday, July 03, 2013 2:18 AM
To: Madhuri Trivedi
Cc: Holton, Adam (GE Healthcare); barbara.tremel@med.ge.com
Subject: Re: copy of certified PERM

We need GE's authorization to provide you with this. It is generally not provided to employees. Note that you will not be able to use the PERM with another employer to extend your H-1B status.

Jenny S. Schrager
 Partner

Fragomen, Del Rey, Bernsen & Loewy, LLP
7 Hanover Square
New York, NY 10004-2756
Main - 212.688.8555
Direct - 212.230.2883
E-mail - jschrager@fragomen.com
<https://www.fragomen.com>
Follow us on Twitter -- <http://twitter.com/fragomenglobal>

Temporary Address: 1301 Avenue of the Americas 10th Floor New York, New York 10019

From: Madhuri Trivedi <madhuritrivedi@hotmail.com>
To: "Holton, Adam (GE Healthcare)" <adam.holton@ge.com>,
Cc: "jschrager@fragomen.com" <jschrager@fragomen.com>,
"barbara.tremel@med.ge.com" <barbara.tremel@med.ge.com>
Date: 07/02/2013 04:45 PM
Subject: copy of certified PERM

Jenny,
I don't have copy of PERM.
Would you please email copy of certified PERM. Tnx.

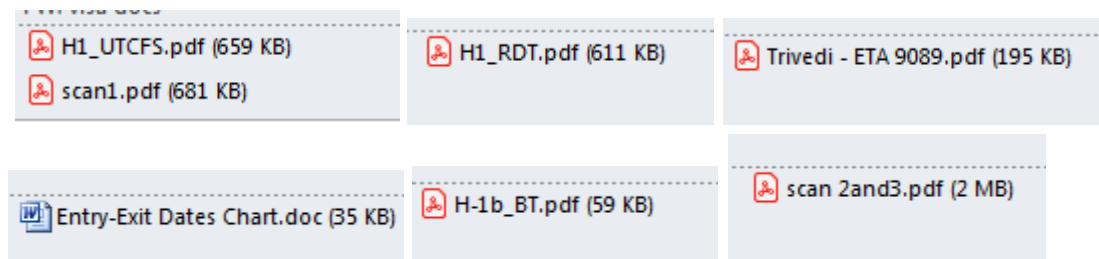
182. As I mentioned I already had a full time JOB OFFER in June 2013 from Life Technology/Thermo Fisher scientific at Madison, Wisconsin facility working of DRUG DISCOVERY JUST TWO WEEKS after I was fired by GE. But Life tech/Thermo fisher job got stuck on H1 B visa as there was no time left to extend H1 B and file a BRAND NEW PERM with department of labor by another employer –thanks to conspiracy by GE, GE manager David Mehring (**EXHIBIT 21** shows I emailed David Mehring and Nate Davis prior to joining GEHC that GE must file PERM 365 before H1 expires), GE architect Nate Davis, Jenny and Fragomen, **Below is Life Tech/Thermo Fisher job related true and correct excerpts of emails for H1 B visa transfer:**

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]

All visa petitions and PERM attached.

From: madhuritrivedi@hotmail.com To: bryan.nguyen@lifetech.com Date: Mon, 29 Jul 2013 13:14:51 -0500

Sending visa docs.. Will send anotehr email with rest. Could I be in touch with your immigration people. Tnx.



From: Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

Sent: Tuesday, July 23, 2013 1:27 AM

To: Madhuri Trivedi

Subject: RE: madhuri

If you're willing....can you provide our legal with the following information? Thanks.

- a. All of her H-1B approval notices
- b. A copy of her most recent H-1B petition.
- c. A copy of her PERM labor certification, if available.
- d. A copy of her I-140 receipt or approval notice, if available.
- e. A copy of her I-485 receipt notice, if available.

-Bryan

From: Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

Sent: Saturday, July 20, 2013 5:17 AM

To: madhuritrivedi@hotmail.com

Subject: RE: madhuri

Madhuri,

I'm sorry but my phone has no more battery life. I will forward this to legal and will wait for their approval.

-Bryan

From: Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

Sent: Friday, July 19, 2013 8:52 PM

To: madhuritrivedi@hotmail.com

Hi Madhuri,

Our legal team is educating us on the transfer process. When did you leave GE exactly?

-Bryan

CYBERSECURITY

183. Whistleblower Trivedi had reason to believe that by telling authorities about a cybersecurity problem, or a company's failure to disclose one, they would be reporting a securities-law violation.

184. Below email communication highlighted between Trivedi and general manager Josh Hana.

That I got incorrect performance appraisal rating because of team member's technical incompetence by prexetual manner rating me as "not inclusive"; also in retaliation to bringing up security compromise.



From: Trivedi, Madhuri (GE Healthcare)
Sent: Tuesday, May 21, 2013 2:38 PM
To: Hanna, Josh (GE Healthcare)
Cc: Khan, Ayesha (GE Healthcare); Trivedi, Madhuri (GE Healthcare)
Subject: information

Hi, Josh/Ayesha

Bringing such things to Carl/Dave has not been helpful and I have no choice but communicate to Josh/you in order to address root cause of the whole issue.

As you both were new and not involved in much of history this is just one example.

This is just an example; I can go on for list of such items (For Insite2(EXC), Old RSVP, New RSVP)where I had to bring up things as part of my job and my expertise. When doing that making issue about my growth value "How you do it" is a retaliation. Because leads missed it..maybe they were feeling insecure from inside when their short comings came out to be known by me. And Dave M /Carl didn't do much to address those in proper manner and make my issue even when it was said nicely. After several (close to 30-35) of such incidents and reporting to Dave M(some to Carl) ; nothing happens and then they give me hard time for no reason...I will have to go above the chain and escalate that to make sure senior management is aware and at least someone would address those in proper manner. After all I am a human being too and there is a limit one person can go on with such thing.

✓

From: Trivedi, Madhuri (GE Healthcare) </o=GEMAIL/ou=First Administrative Group/cn=Recipients/cn=212070205>
Sent: Tuesday, May 21, 2013 4:22 PM
To: Hanna, Josh (GE Healthcare) <Josh.Hanna@med.ge.com>
Cc: Khan, Ayesha (GE Healthcare) <Ayesha.Khan@ge.com>
Subject: RE: information

Josh, As you mentioned to know more what I am trying to point out here. I can stop by at your desk and explain quickly. Or can meet at Ayesha's office with three of us quickly to go over this emails(two emails mainly...I sent few updates to two subject emails today as to provide more information).

Such findings led to people feeling insecure and making me look non inclusive.

From: Trivedi, Madhuri (GE Healthcare)
Sent: Tuesday, May 21, 2013 3:42 PM
To: Hanna, Josh (GE Healthcare)
Cc: Khan, Ayesha (GE Healthcare); Trivedi, Madhuri (GE Healthcare)
Subject: RE: information

I said below close to 30 such incidents which involved security, usability, workflow, networking, IPV6, operating system missing libraries, design, architecture, requirements , performance of SW applications and scalability and meeting GEHC requirements.

✓

From: Trivedi, Madhuri (GE Healthcare) </o=GEMAIL/ou=First Administrative Group/cn=Recipients/cn=212070205>
Sent: Wednesday, May 22, 2013 8:45 AM
To: Hanna, Josh (GE Healthcare) <Josh.Hanna@med.ge.com>
Cc: Khan, Ayesha (GE Healthcare) <Ayesha.Khan@ge.com>
Subject: RE: Quality Center access & its details
Attach: RE_ information.msg



Josh, I have attached another email. They have given me incorrect rating for minor issue which I am not even part of. So is that fine?

I said in email attached there were close to 30 such incidents which involved security, usability, workflow, networking, IPV6, operating system missing libraries, design, architecture, requirements, performance of SW applications and scalability and meeting GEHC requirements. These incidents were of varying severity from critical(stopped program for two months to low)

Such findings led to people feeling insecure and making me look non inclusive.

From: Trivedi, Madhuri (GE Healthcare)
Sent: Tuesday, May 21, 2013 3:46 PM
To: Hanna, Josh (GE Healthcare)
Subject: FW: Quality Center access & its details

Respected Josh,

Security compromise I found out last year when I was supporting FEs/OLEs for our product(which has 60,000 plus devices connected) and communicated to all team leads/managers last year which my

1 Reporting such things in which I am not even involved in creating those security vulnerability should be
2 supported by leads/managers. They might have felt insecure because their short coming came to known
3 by a newer person(I was just five month old employee within organization ☺)

4 **Also earlier the findings as part of support work email which I sent to GEHC teach leads/manager**
5 **on June 11, 2012 and Dave M's reply email I received as email attachment.**

6
7 **I am sending this as a kind of last email to clarify as I know your time is important. And I don't want to**
8 **escalate that either unless needed.**

9 Please let me know if I need to provide more clarifications to any of such items I mentioned .

10
11 Regards and thanks,

12 Madhuri

13 185. FDA/department of homeland security and hospitals have raised serious concerns
14 about cyber security of medical devices and possibility of attacks.

15 186. Related to security. Ms. Trivedi was proactively and diligently doing her job in
16 this
17
18 regards. Scott Erven –security researcher has been invited on various seminars for cyber
19 security...so because of my efforts partly these cyber securities are getting attentions.

20 187. *In 2015, the Securities and Exchange Commission (SEC) settled charges that R.T.*
21 *Jones Capital Equities Management violated the “safeguards rule” ; regarding its failure to*
22 *adopt reasonable policies and procedures. Even though no one appeared to be harmed, the SEC*
23 *censured R.T. Jones and fined the firm \$75,000. Justifying the enforcement, the SEC said, “Firms*
24 *must adopt written policies to protect their clients’ private information and they need to*
25 *anticipate potential cybersecurity events and have clear procedures in place rather than waiting*
26 *to react once a breach occurs.” In the Matter of R.T. Jones Capital Equities Mgmt. Inc.,*
27
28

1 *Investment Advisers Act Release No. 4204 (Sept. 22, 2015), available at*
2 <https://www.sec.gov/litigation/admin/2015/ia-4204.pdf>

3 188. *The Voya settlement represents a substantial step forward in the SEC's regulation*
4 *of cyber-related activities. In the Matter of Voya Financial Advisors Inc., Exchange Act Release*
5 *No. 84288, Investment Advisers Act Release No. 5048, at 3 (Sept. 26, 2018), available at*
6 <https://www.sec.gov/litigation/admin/2018/34-84288.pdf>.

7
8 189. **GE was knowingly, defiant of lacked security and defects and despite my**
9 **reporting and GE themselves knowingly.**

10 190. "For public companies and other entities regulated by the Securities and
11 Exchange
12 Commission, mismanagement of their cybersecurity violate securities laws."

13
14 191. A **material defect** is one that the Seller is aware of and would have materially
15 impacted your **terms of** purchase and which the Seller was aware.

16 192. SEC's expectations highlights the role of "cybersecurity whistleblowers," those
17 reporting internally, in building the type of improved corporate culture necessary to discover
18 and remediate cybersecurity risks.

19
20
21 **IV. GE issue in this matter goes into question the oversight of the board.**

22 Under federal securities laws, directors have a legal obligation to disclose information to the
23 public. • Disclosure requirements are established by the Securities and Exchange Commission.

24
25 193. Pat Hale- MIT professor for Systems engineering and a past president of
26 INCOSE(
27
28

1 International council on systems engineering)requested MIT general counsel to get involved and
 2 address this matter. But MIT general counsel and staff declined. Pat Hale retired before couple of
 3 years..

4 **V. GE managers, senior management knew or recklessly failed to ascertain**
 5 **whether those statements were false and misleading. this behavior, in violation of the**
 6 **Securities and Exchange Act.** SEC. 302. <<15 USC §7241.>> CORPORATE
 7 RESPONSIBILITY FOR FINANCIAL REPORTS.

8
 9 194. SEC has endorsed efforts to stop further violations of the Act, such as reporting
 10 suspected misconduct to internal supervisors.

11
 12 195. Laws prohibit deceptive practices for use, benefits of medical device. Failing to
 13 disclose material information concerning its usage, operation, maintenance not as advertised,
 14 sold and mentioned in contract agreement; with intentional inducement, failed to willfully
 15 disclose and actively concealed defects.

16 17 **D. Mediation and Arbitration with GE**

18
 19 196. After GE terminated me illegally I filed EB1 –person of extra ordinary ability
 20 employment based -petition with USCIS(govt. agency);along with Harvard medical
 21 executive creating job for me at Harvard (job was after I get my EB1 approved as earlier Harvard
 22 said that they won't do H1 B) ; and my innovative startup orangehealth for peer to peer
 23 crowdsourced support , management and actions for health conditions---and along with other
 24 credible evidences –I also mentioned National interest waiver EB2 category in that petition; but
 25 USCIS declined ...

26
 27 197. Here is press release for my startup –
 28

1 **“OrangeHealth Seeking Investors for Mobile App Peer-to-Peer Platform for Managing**
2 **Diabetes, Other Health Conditions”**

3 [http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-](http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-mobile-app-peer-to-peer-platform-for-managing-diabetes-other-health-conditions-300477365.html)
4 [mobile-app-peer-to-peer-platform-for-managing-diabetes-other-health-conditions-](http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-mobile-app-peer-to-peer-platform-for-managing-diabetes-other-health-conditions-300477365.html)
5 [300477365.html](http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-mobile-app-peer-to-peer-platform-for-managing-diabetes-other-health-conditions-300477365.html)
6

7 SAN FRANCISCO, June 21, 2017 /PRNewswire/ -- Madhuri Trivedi, an engineer,
8 scientist, entrepreneur and immigrant, has launched her new company OrangeHealth and is
9 currently seeking investors for its product. Trivedi is seeking seed funding in the range of \$200k
10 to \$350k to further launch the app in various geographical areas, add more features, and launch a
11 peer-to-peer platform app for sharing information. The new app will provide peer-to-peer crowd
12 sourced community support with deep learning artificial intelligence (AI) to better manage
13 diabetes.
14

15 She also has created and launched a new mobile health improvement app that is already used by
16 more than 6,000 people to manage allergies, find a doctor, is used for predictive analytics for
17 eating habits, and reminders at the time of eating.
18

19 "Prevention is key for managing illness like diabetes, but it's just as important that people can
20 gain the information and support," says Trivedi.

21 "Right now, because of some challenges in my immigration status, while I have the technical
22 support to build the app, I need funding to help with its launch because I am unable to work. The
23 only way to get this app off the ground is through investors willing to support this important
24 work," adds Trivedi.
25

26 She wrote heavily about precision medicine in April 2104, received a job offer in 2014 with
27 Harvard Medical to create a cancer vaccine, artificial protein. President Obama in the 2015 State
28

1 of Union Address, launched precision medicine initiative. Trivedi has been unable to take the
2 Harvard position because of immigration denials and challenges. While at General Electric,
3 Trivedi's labor certificate for immigration was approved as "a person of exceptional ability" EB2
4 category. GE, however, didn't file the next step so she could work in the U.S.

5 After leaving GE, with the Harvard medical job offer and her entrepreneurial start-up, Trivedi
6 filed for immigration under "a person of extra-ordinary ability" EB1 category, which DHS
7 denied. Trivedi has a number of letters of support from professionals associated with her
8 scientific and technical work .

9 Trivedi has a long career as an expert in her field. While at Raindance, Trivedi developed the
10 world's first digital-equivalent to personal computer instrument for genome sequencing used for
11 drug discovery in 2009. Here she was part of a 20 people start up that went on to generate
12 hundreds of millions for revenue. Dr. Jonathan Rothberg, founder of the startup, was awarded
13 National Medal of Technology and Innovation by President Obama and made \$700 million
14 selling the sister company to Life Technology. Trivedi did not make any money from the sale of
15 the company.

16 She has made major significant contributions in extraordinary ability and national interest while
17 working at Fortune 10/50 corporations, successful entrepreneurial startups. Only individuals with
18 both exceptional technical ability as well as persistence and commitment can deliver what
19 Trivedi has in a high-risk environment with do or die start up success.

20 About OrangeHealth

21 OrangeHealth provides quality and affordable healthcare tools and services through a software
22 portal and peer to peer network. For more information, visit [OrangeHealth.wixsite.com/](http://OrangeHealth.wixsite.com/orangehealth)
23 orangehealth.

*****END of Press release

198. Since I used up almost all of my H1 B time and there was no time left for another employer to do PERM with labor department in order for me to get further H1 B extension..Life technology/thermo fisher scientific offered me fulltime job just two weeks after I was fired from GE but got stuck at H1 B level as I mentioned I had no time on H1 for employer to do PERM.

199. GE immigration attorney and HR email that GE canceled my H1 B visa while mediation and arbitration is PENDING. And won't pursue any immigration I 140 paperwork.(EXHIBIT 11) –same Jenny Schrage –Mean fragomen lw firm attorney.

200. Trivedi filed Mediation statement(EXHIBIT 13) through Cross Law firm(Waukesha, WI).

201. GE offered ONEMONTH salary-that's it-nothing related to immigration at mediation in return for plaintiff to waive all her rights/claims/cause of actions against GE. Plaintiff declined to settle at mediation.

202. Trivedi filed arbitration complaint with American Arbitration association. (EXHIBIT 4). She was pro-se / representing herself ;and prepared arbitration statement.

203. Arbitrator was insulting and continuously cutting me off from asking questions during hearing ..when manager did perjury on second day morning of hearing I quit arbitration hearing and GE finished it alone. .Arbitrator didn't rule in my favor.

204. After that Foley and Mansfield sent a letter without bring up laws as I mentioned earlier in this lawsuit. I wrote an email to Seymour Mansfield in 2016 –that law firm failed to provide me legal service and bring up laws.

205. Sean Scillen Quarles and Bradley attorney who represented GE at arbitration- he

1 knowingly didn't provide EXHIBIT 22; where manager Dave Sallis "gave good rating in my
 2 performance review and wrote that it is GE's problem"-Sean didn't give this document during
 3 discovery(otherwise I would called Dave Sallis as WITNESS in hearing—and gave on the day of
 4 hearing –seconds before hearing began and I have that in hearing transcript.

5
 6 206. Neil Stekloff ; GE's internal counsel for employment and labor(EXHIBIT 2)
 7 was involved. As a lawyer he also violated obstruction of justice.

8 207. *17 CFR § 205 and (15 U.S.C. 7245) Case 3:15-cv-02356-JCS Document 132 SEC*
 9 *amicus brief on attorney code of conduct Section 307 of the Sarbanes-Oxley Act of 2002 (the*
 10 *"Act") (15 U.S.C. 7245)*
 11

12 It was GE counsel's legal duty to report SEC violations but Sean Scullen-quarles and Bradley,
 13 Neil and all others teamed up to cover-they should not be practicing law anymore.
 14

15
 16
 17 **E. GE declined government arbitrator; who told that he will RULE in Plaintiff's**

18 **FAVOUR if selected.**

19 208. Peter Davis- a chief arbitrator/legal counsel at Wisconsin Employment
 20 relations
 21 commission. peterg.davis@wisconsin.gov .He mentioned to me on phone that if he is selected as
 22 an arbitrator for my case with GE, he will make sure to fix my immigration and he will rule in
 23 my favor. He told me this on Dec 2013 that I is willing to talk about this to anyone...
 24

25 209. GE attorney declined via email to have him as arbitrator (GE argued that if Peter
 26 is selected then arbitration documents would have become public documents as he
 27 was a PUBLIC ARBITRATOR hence GE is declining).
 28

1 Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-ACTIVE.FID36842469]
2 From: sean.scullen@quarles.comTo: madhuritrivediDate: Wed, 27 Nov 2013 20:55:08
3

4 I don't understand your question -- in a mediation the mediator doesn't take sides and is a
5 neutral that works with both parties to try to reach a voluntary resolution. In some of the
6 cases in which Mr. Gibbons has served as a mediator we have been successful in reaching
7 such a resolution and in others we have not. **You are correct that the WERC people**
8 **are not mutually agreeable.**
9

10 **Sean Scullen**

11 From: Madhuri Trivedi Sent: Wednesday, November 27, 2013 2:50 PMTo: Scullen,
12 Sean (MKE x1421)Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-
13 ACTIVE.FID36842469]
14 what about mediation that you worked with him on...**so Wis. Emp. relations people are**
15 **not mutually agreeable between us..** Sincerely,Madhuri
16

17 From: sean.scullen@quarles.com To: madhuritrivedi
18 Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-ACTIVE.FID36842469]
19 Date: Wed, 27 Nov 2013 20:47:51 +0000
20

21 Mr. Gibbons has not served as an arbitrator in a case that I have handled or for GE as far
22 as I am aware. **I'm not sure who the Wisconsin Employment Relations arbitrator you're**
23 **referring to is, but we are not interested in using someone from that entity.**

24 Sean Scullen

25 From: Madhuri Trivedi Sent: Friday, November 22, 2013 11:20 AMTo: AAA Carol
26 PlacellaSubject: RE: Trivedi/GE Healthcare 11-15-2013
27
28

1 So we can have Peter Davis as arbitrator..If we can then I will contact Mr. Scullen. I
 2 wanted to reach out to you first. Sincerely,Madhuri.

3 210. I have submitted in my Trivedi v.USDHS lawsuit my communication emails with
 4 Chuck Grassley's office, his chief of staff and his directors.. I called his office and
 5 gave my name, email address to make sure they and all directors, chief of staff read
 6 my email and they at least confirmed on phone that they have READ my email.. His
 7 office forwarded my email to senate judiciary committee. It was disappointing since
 8 senator Grassley was a lead lawmaker and huge fan of false claims act and despite
 9 FBI looking into it and having GE matter as FCA –nothing came out from his office.

10 **F. GE internal dispute resolution policy called 'Solutions' - Excluded Claims**
 11 **and Law firms, attorneys' plaintiff retained with PAID FEES didn't provide legal advice**
 12 **nor brought up to GE, mediator, arbitrator-- SOX, Dodd Frank, Quitam, NDDA DOD and**
 13 **several other laws, Whistleblower protection laws. Nor the ones who did free review.**

14 211. GEHC Chief technology officer Mike Harsh told me on phone in 2017(he
 15 came
 16 to my arbitration hearing in 2014 and after hearing he left GE after 35 years of service.)
 17 NO ATTORNEY will bring up laws that in my situation as GE pays a LOT to attorneys.

18 **I. GE internal dispute resolution policy called 'Solutions'=Excluded Claims,**

19 *excluded from Levels III and IV of Solutions, are claims that allege concerns such as*
 20 *the following Claims that do not allege legally protected activity or enforceable rights*
 21 *in the jurisdiction in question; ..Claims based on alleged violations of the GE Policy*
 22 *on Working with Government including, but not limited to, alleged violations of the*
 23 *federal False Claims ActClaims brought by or against Covered Employees,*

where a third party would be necessary to the resolution of any claims or where the absence of the third party could subject the Company or the covered employee inconsistent obligations, and all parties do not agree to participate in Level III and are to be bound by an arbitration under Level IV of solutions policy.-----

Excluded Claims, which are excluded from Level IV of Solutions: In addition, claims which, by applicable statute, regulation or other legal requirement are precluded from mandatory coverage under a pre-dispute binding arbitration are considered excluded from level IV solutions.(see appendix C)

Appendix C

In addition to the descriptions in Sections K (“Covered Claims”) and L (“Excluded Claims”) of the Solutions Procedure, claims that are considered “Excluded Claims” with respect to Level IV of Solutions, because by applicable statute, regulation or other legal requirement they are precluded from mandatory coverage under a pre-dispute binding arbitration agreement, include:

*Claims arising under section 1514A of the Sarbanes Oxley Act of 2002,
as amended,*

Claims arising under section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act

Claims arising under Section 748 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (relating to Section 23 of the Commodity Exchange Act)

1 212. Jeff Goldman sent a letter to GE but he was just an immigration attorney so it is
2 understood that He can't bring up employment rights.

3 213. But other attorneys who I paid were. All of the below mentioned attorneys

4 READ –

5 GE's solutions policy which is ADR- mediation, arbitration and it states Dodd Frank,

6 quitam, SOX and other excluded claims as stated above..but none of these attorneys told me
7 anything regarding this and I found out on my own LATER kind of recently about Dodd Frank
8 act related section 718 excluded claims. So I was kept in DARK by my own hired employment
9 attorneys.
10

11
12 214. Law firms attorneys never mentioned my rights and laws related to GE violations
13 related to any of above excluded claims and more. Though it clearly says that Dodd Frank Act
14 section 718 whistleblower claims are excluded. Since GE is a public company as lawyers it was
15 their duty tell me about SEC and fraud and filing a lawsuit under Dodd Frank act section 718 that
16 I am eligible in court. -- as per legal, professional, ethical obligations as they were PAID money
17 to represent, retained and conduct mediation, arbitration and send legal letter to GE, provide
18 legal consultation...bring up laws ..But no one did..
19
20

21
22 215. And I lacked legal knowledge. **For me it was like a sailing in legal ocean and**
23 **reading laws.. And I trusted kind of what they told which was a BIGGEST MISTAKE.**

24 216. (a)**CROSS LAW Firm in Waukesha, WI(www.crosslawfirm.com)**
25 I paid this law firm .Cross law firm represented me at mediation and prepared mediation
26 statement and sent to GE.
27

28 217. Cross law firm attorney should lose their attorney license and disbarred for what
Page - 103 -of 287 COMPLAINT Madhuri Trivedi v. General Electric et al.

1 they have done. Look at EXHIBIT 13 ;mediation statement ; they didn't bring up any laws
 2 ,whistleblower rights other than simple discrimination. They didn't even mention retaliation after
 3 reporting discrimination, unlawful employment practice (42 USC § 2000e-3(a))or anything.
 4 Law they cited was 42 USC § 2000e-2(a)(1)..Hence their mediation statement was flawed and
 5 they intentionally DID THIS.
 6

7 218. Later Cross law started threatening me to settle with GE by taking one month
 8 salary (I have those emails) and waive all my rights and claims against GE. Cross law firm
 9 left.**David Rosenow told me that as GE is his neighbor in little town Waukesha, WI ; He**
 10 **won't mention that GE was doing fraud in my mediation statement.** (cross law firm was
 11 fired by me) **after they forced me to settle and even didn't bring any claims.** I did mediation
 12 alone. Cross law firm didn't bring up Quitam claims in mediations statement , SEC Dodd Frank
 13 act Section 718, 10 U.S.C. §2409 Subpart 203.9,SOX –OSHA, obvious as black and white
 14 clarity **that they were SOLD.** (Other attorneys were not willing to work on alternate dispute
 15 resolution as they litigate in court and hated GE ADR plus said that they are not experts etc etc.;
 16 so I was stuck with Cross law firm as clock was ticking)
 17
 18

19 From: Attorney Daniel L. Rosenow [mailto:drosenow@crosslawfirm.com]

20 Sent: Friday, September 13, 2013 9:33 PMTo: 'Madhuri Trivedi'Subject: RE: info for
 21 breaches.

22 Ms. Trivedi,

23 Given that it was your job to find and fix such security breaches, there is a significant
 24 hurdle for you to overcome in stating a whistleblower retaliation claim.
 25

26 219. **(b) Despres, Schwartz and Geoghegan, Ltd. (dsgchicago.com)**
 27
 28

1 **I paid this law firm .This law** firm was hired to represent me at Arbitration hearing. They sent
 2 Pre arbitration hearing brief to GE and arbitrator (EXHIBIT 14)... his theme was
 3 when it comes to competent women “soft skills” becomes a proxy for “too aggressive,” i.e., not

4 acting like a woman –

5
 6 220. But he didn’t bring up any whistleblower, SOX, DOD Frank claims and other
 7 claims as I mentioned here in brief nor mentioned to me nor to GE when he represented me...I
 8 wantedto bring whistleblower retaliation, HIPPA laws retaliation, Cybersecurity related
 9 retaliation and more...he left and I did arbitration on my own without an attorney.

10 221. (c) **Foley and Mansfield (foleymansfield.com)**

11 I paid this law firm for all the work they did. Later I contacted Foley..I told them for Quitam
 12 matter..Look at the letter they sent to GE on July 16,2014E(EXHIBIT 15) ..They also didn’t
 13 bring Dodd Frank act whistleblower, SOX, any claims mentions here when they sent a letter to
 14 GE, later negotiated with GE nor afterwards. Immigration right () –was included in a letter to GE
 15 because I emailed them about this as I read.

16
 17 222. Foley didn’t mention which to me appears as (intentional omission or /and
 18 negligence) on any steps related to OSHA complaint, SOX whistleblower even though I gave
 19 them what I submitted to OSHA, OSHA complaint and OSHA response. I wrote an email to
 20 Seymour Mansfield in 2016 –that law firm failed to provide me legal service and bring up laws..

21
 22 223. Though David haron at Foley was looking into quitam; but his two partners were
 23 pregnant and he didn’t know; and he said that one of the Quitam case with Quest diagnostics is
 24 going to Trial etc etc-

25
 26 224. **I also sent arbitrator final award to them in August 2014**

1 (to entire Mansfield law firm team- David Haron, Andrew Shedlock
2 and Seymour Mansfield along with other) and they didn't provide
3 any guidance on going to court after arbitration award. Also Foley didn't
4 mention/bring up any rights related to appealing arbitration or going to court .And as my lack of
5 legal knowledge I relied on them and assumed/believed that there was nothing I can do..But later
6 I learnt than one can go to court shortly after arbitration to challenge arbitrator award.
7
8

9 Other Attorneys

10 225. (a)I didn't HIRE OR PAY Andrew Beato- He looked at my claims free.
11 Andrew Beato was looking himself into Quitam matter but somehow GE found out and GE
12 contacted Andrew's partner to represent GE in another matter..So Andrew left saying that as his
13 law firm partner is going to represent GE ,he can't work on my quitam /false claims act case.
14
15

16 From: Andrew M Beato <ABeato@steinmitchell.com>Date: Tue, Sep 9, 2014 at 3:27
17 PMSubject: Re: Call To: Madhuri Trivedi <mcis99@gmail.com>, "James R. Kelly"
18 <JKelly@steinmitchell.com>
19

20 Thank you Madhuri. I appreciate your clarification. If there are any other reporting or
21 disclosures you made to government agencies or to attorneys, please let us know so that
22 we are aware of it. In the meantime, we appreciate your patience.
23

24 Andrew M. Beato ,Stein Mitchell Muse Cipollone & Beato LLP
25 1100 Connecticut Avenue, NW Suite 1100 Washington, DC 20036(202) 737-7777 (Main
26 Number) (202) 296-8312 (Fax) ABeato@SteinMitchell.com
27
28

1 From: Madhuri Trivedi <mcis99@gmail.com>Date: Tue, 9 Sep 2014 17:03:39 -0500

2 To: James Kelly <JKelly@steinmitchell.com>Cc: Andrew Beato

3 <abeato@steinmitchell.com>

4 Subject: Re: Call

5 Attorney Andrew, thanks for your time. I had reported to OSHA-whistleblower.gov.

6
7 They looked in to it. and said it does not fit into their 22 statues. They have device
8 manufacturing related statue but it excludes medical device and drug manufacturers. They said it
9 is a valid concern, And employee does not have to prove , as long as have believed reasonably
10 that there was a violation and reported. But in my case I had evidence which was good.

11
12 226. Andrew Beato who is a quitam attorney in washington DC; in 2014 after reading
13 deposition of GE architect Bill Barbiux(Plaitiff Trivedi took Bill's deposition at conference
14 room at her apartment building during arbitration)..Andrew mentioned after reading deposition I
15 took that " Madhuri was an attorney preparing or doing work for you because deposition you
16 took is professional work –similar to what and how a lawyer would do"

17
18 227. Andrew makes millions as Quitam attorney..

19 228. **(b)I didn't HIRE OR PAY David Nelson.** He looked at my claims free. David
20 Nelson –SEC attorney (David Boise law firm attorney and he was SEC regional director prior to
21 that) reviewed my matter in 2013-2014 but he didn't mention to me which whistleblower
22 laws, which SEC laws, what needs to be done next,-only things he mentioned after reviewing
23 along with his assitant was that I have valid, SEC claims against GE but his law firm represents
24 defendants and also they charge hundreds of thousands in retainer and lot more to represent me
25 in SEC matter.
26
27
28

1 From: David Nelson <dnelson@bsflp.com>

2 Date: Mon, Jun 23, 2014 at 9:21 AM

3 Subject: RE: should I send my deposition ?

4 To: Madhuri Trivedi <mcis99@gmail.com>

5 Cc: Aaron Marcus <amarcus@bsflp.com>

6
7 Madhuri, today is hectic and I have some meetings tomorrow. Is Wednesday possible for
8 you at some point? Dave David Nelson

9 BOIES, SCHILLER & FLEXNER LLP

10 401 East Las Olas Blvd. Suite 1200 Fort Lauderdale, FL 33301

11 (Ph) [954.356.0011](tel:954.356.0011) (Direct) [954.377.4233](tel:954.377.4233)(Cell) [954.213.8810](tel:954.213.8810)

12
13 229. **(c) Scott Oswald of employment law group-** employmentlawgroup.com, and is
14 assistant reviewed everything but never brought up SOX, Dood Frank act and/or
15 other claims ----...

16 230. **(d)**To some I just paid consulting fees and to some they reviewed without any
17 fees but none of them mentioned Dodd frank Act related claims or other claims.

18
19 231. **Since my termination in May 31st 2013, GE knew all the violation**
20 **they did and knowing kept me in distress by withdrawing immigration just so to obstruct**
21 **me from fighting all these claims/cause of actions I was entitled too—and now at any point**
22 **arguing in this LAWSUIT that “it is time barred” In this time I had to Become Law**
23 **student and almost like a lawyer by reading Tons of legal material. For these and many of**
24 **such conduct; GE and GE attorneys MUST be in JAIL.**

25
26 232.

G. Below events I did as a volunteer at vlab- several known companies pitched at vlab when they were new/smaller such as google(to give idea about vlab)

233. I volunteered at vlab. Since GE harassed me and messed up with me because GE was recklessly putting medical devices on internet. And recklessly putting technically incompetent people on -IOT platform

234. My father died on Feb 22, 2017 in India/ in forest when he went for pilgrimage. He was traveling in a BUS not by foot though..

235. On Feb 21 2017 in USA, I had organized in a team IOT security high stake of billions of devices event as shown below at 6 pm PST (event was fully packed.).As event started my family called me from India and informed me that my father has died--so this same date of IoT event and my father's death is mind boggling.

IoT Security: High Stakes for Billions of Devices

February 21, 2017 6:00 p.m. to 8:30 p.m. <https://vlab.org/events/iot-security-high-stake-billions-devices/>

The speed of Internet of Things (IoT) adoption is creating opportunities for startups developing IoT security solutions. Many industries such as healthcare, energy, automotive, and consumer products are being transformed using insights gained from the real-time data that IoT provides. As new online devices continue to be added at exponential rates, the frequency of sophisticated cyber attacks targeting consumers, businesses, and public services is also increasing.

Startups are competing against large corporations to establish themselves as leaders in IoT security. And the rewards leading the charge to protect against security breaches, hijacking, and individual privacy concerns is enormous. According to KBV Research, the IoT Security market expected to reach \$29.2B by 2022.

- Is the Internet of Things making us more vulnerable to attacks?
- Given the anticipated growth in connected devices, will security solutions be able to keep pace?

- What are the biggest challenges for startups working on IoT Security?

236. As GE and Jeff Immelt connecting all kind of GE assets on internet ;VLAB group wanted to raise this concern before it is too late as hearing my STORY..So we did this event..

237. I left the event as I got the call.

238. At the networking session an hour prior to this event –there was a GE digital manager from San Ramon who was attending this event(she bought ticket). I was standing in a group and she came and had little chit chat with group.

239. After my father's death I kind of lost healthcare mojo...and my startup was in healthcare...

240. After my father's death I stopped volunteering at vlab as it gave me bad memory--

241. Speaker invite at TheWSIE -World summit on innovation and entrepreneurship --<https://thewsie.com/presenters-2019/> mentioned below about me –

“Madhuri Trivedi: Scientist & entrepreneur. The mastermind of a health venture, OrangeHealth which was established to provide peer-to-peer community support with deep learning capabilities to better manage diabetes and hypertension. Leading an early stage AI-driven e-commerce startup. She is deeply passionate about the role of exponential technologies in shaping people’s lives and using artificial intelligence and deep learning to

1 advance business. Her professional achievements include but not limited to leading
 2 innovative projects for large companies.”

3 242. Startups in the domain and what I was doing are filing IPOs and going PUBLIC
 4 while I am sucked into and stuck in these legal issues..What a great use of my time,
 5 energy and resources. Startup WISDO got hundreds of millions of VC funding last
 6 year and my startup was also doing crowdsourced peer to peer management but in
 7 UNIQUE and lot different way that solved patient/customer/users PAIN
 8 POINTS...That’s what I wrote to California Judge Donato too, that my product
 9 related business plan and it is patentable and I will lose competitive advantage as
 10 there are always other who do things- TIME IS Critical but he didn’t took it seriously.
 11 I can’t look into FUTURE, nor I am being arrogant, nor exaggerating; but based on
 12 what I got feedback from industry experts, peers, market needs and my own belief
 13 that I would have succeeded including possible EXIT of being acquired/merger with
 14 larger company OR in LONG TERM IPO for my STARTUP(I even had “OHC” as
 15 NYSE stock exchange Ticker SYMBOL if I go PUBLIC) if I would not have been
 16 dealing with nonsense, legal fights, politics, bureaucracy and all this since I was
 17 illegally terminated. I have put huge amount of my resources, time, energy, SWEAT,
 18 BLOOD, PASSION into my startup, doing research about business..And in the END I
 19 GET this.

20 243. GE is ENRON like.

21 244. **White House Office of Science and Technology Policy (OSTP)director Dr.**
 22 **John Holdren referred my matter to General counsel at White house...**

23 ----- Forwarded message -----
 24

1 From: Leonard, Rachael L. EOP/OSTP <RLeonard@ostp.eop.gov> Date: Tue, Sep 13, 2016 at
2 1:40 PM To: "Madhuri Trivedi" <Madhuri.Trivedi@ge.com> Dear Ms. Trivedi,

3
4 Thank you for your note, which Dr. Holdren referred to me. OSTP is a small agency that
5 addresses science policy. OSTP does not address immigration or consumer fraud issues. For
6 those topics, you may wish to contact:

7 The Department of Homeland Security, Office of the Inspector General:

8 [https://www.oig.dhs.gov/index.php?option=com_content&view=article](https://www.oig.dhs.gov/index.php?option=com_content&view=article&id=51&Itemid=133)
9 [e&id=51&Itemid=133](https://www.oig.dhs.gov/index.php?option=com_content&view=article&id=51&Itemid=133)

10
11 The Department of Justice, The Executive Office for Immigration Review:
12 <https://www.justice.gov/eoir> , or

13 The Consumer Products Safety Commission: <http://www.cpsc.gov/>

14 Best regards,
15 Rachael Leonard
16 General Counsel
Office of Science and Technology Policy

17 18 PRIVATE CAUSE OF ACTION

19
20 245. Private right of action as it applies to cause of actions in this complaint. (Also not
21 bound by pre dispute mandatory arbitration)... Plaintiff Trivedi incorporates by reference, as
22 though fully set forth herein Private right of action as it applies to all cause of actions(where
23 applicable) brought here in this complaint.

24
25 246. **Implied cause of action** is a term used in statutory and constitutional law for
26 circumstances when a [court](#) will determine that a law that creates rights also allows private
27 parties to bring a lawsuit, even though no such remedy is explicitly provided for in the law.

1 247. Creating an implied cause of action for constitutional rights and Statutory causes
2 of action.

3 An implied private right of action is where a court interprets the statute, constitutional law to
4 silently include such a cause of action

5
6 **Bivens v. Six Unknown Named Agents, 403 U.S. 388 (1971);**US Supreme Court ruled that an
7 implied cause of action existed for AN INDIVIDUAL whose violation of constitutional rights

8
9 248. **Federal courts will provide the remedies required to carry out the**
10 **congressional purpose of protecting federal rights. Pp. 377 U. S. 433-435.**

11
12 **(a) Remedies are not limited to prospective or declaratory relief, but the overriding federal**
13 **law controls the measure of redress. P. 377 U. S. 434.** Page 377 U. S. 432

14
15 249. United States Supreme Court. **J. I. CASE CO. v. BORAK**(1964) No.402 Issue.
16
17 When no private right of action is explicitly sanctioned and no private remedies mentioned, is a
18 shareholder able to pursue rescission of a merger or damages for a violation of a federal
19 regulation in relation to proxy statements?

20
21 250. In J.I. Case Co. v. Borak (1964), a case under the Securities Exchange Act o1934,
22
23 the Court, examining the statute's legislative history and looking at what it believed were the
24 purposes of the statute, held that a private right of action should be implied under § 14(a) of the
25 Act. Under the circumstances, the Court said, **it was "the duty of the courts to be alert to**
26 **provide such remedies as are necessary to make effective the congressional purpose."**

1 Section 14(a) of the Act is codified at 15 U.S.C. § 78(n)(a). As implemented by the SEC, it
2 prohibits false or misleading [proxy statements](#).

3
4 Held. (Clark, J.) Yes. When no private right of action is explicitly sanctioned and no private
5 remedies mentioned, a shareholder is able to pursue rescission of a merger or damages for a
6 violation of a federal regulation in relation to proxy statements. Preventing management or
7 others from attaining authorization for corporate action via the utilization of fake or deceiving
8 proxy solicitations is the reason Â§ 14(a) exists. The Act under which the rule publicized
9 allowed the Securities and Exchange Commission (SEC) to pass rules and regulations decided
10 are needed to secure the public interest and the shareholders interests. The congressional
11 mandate to secure the interests of the investors needs an accessible judicial remedy to apply that
12 defense. The SEC states that it lacks the ability to look into the veracity of all proxy statements
13 submitted for registration. If investors' interests are to be safeguarded in the spirit of the
14 congressional mandate, a private right of action for shareholders who feel mistreated must be
15 created. Seeing as the statute fails to provide for all kinds of relief, the court must choose what
16 remedies are suitable to address the alleged mistreated. In this way, any accessible remedy to a
17 federal court can be used to offer relief for the plaintiff. ..

18
19the section, which makes it

20
21 "unlawful for any person . . . to solicit or to permit the use of his name to solicit any proxy or
22 consent or authorization in respect of any security . . . registered on any national securities
23 exchange in contravention of such rules and regulations as the Commission may prescribe as
24 necessary or appropriate in the public interest *or for the protection of investors.*"

1 (Italics supplied.) While this language makes no specific reference to a private right of action,
2 among its chief purposes is "the protection of investors," which certainly implies the availability
3 of judicial relief where necessary to achieve that result.
4

5 The injury which a stockholder suffers from corporate action pursuant to a deceptive proxy
6 solicitation ordinarily flows from the damage done the corporation, rather than from the damage
7 inflicted directly upon the stockholder. The damage suffered results not from the deceit practiced
8 on him alone, but rather from the deceit practiced on the stockholders as a group. To hold that
9 derivative actions are not within the sweep of the section would therefore be tantamount to a
10 denial of private relief. Private enforcement of the proxy rules provides a necessary supplement
11 to Commission action. As in antitrust treble damage litigation, the possibility of civil damages or
12 injunctive relief serves as a most effective weapon in the enforcement of the proxy requirements.
13 The Commission advises that it examines over 2,000 proxy statements annually, and each of
14 them must necessarily be expedited. Time does not permit an independent examination of the
15 facts set out in the proxy material, and this results in the Commission's acceptance of the
16 representations contained therein at their face value unless contrary to other material on file with
17 it. Indeed, on the allegations of respondent's complaint, the proxy material failed to disclose
18 alleged unlawful market manipulation of the stock of ATC, and this unlawful manipulation
19
20
21

22 **251. We therefore believe that, under the circumstances here, it is the duty of the**
23 **courts to be alert to provide such remedies as are necessary to make effective the**
24 **congressional purpose.**
25
26
27
28

252. *Cannon v. University of Chicago*, 441 U.S. 677 (1979), was a United States Supreme Court case which interpreted Congressional silence in the face of earlier interpretations of similar laws to determine that Title IX of the Higher Education Act provides an implied cause of action Holding *Cannon v. University of Chicago* (1979) which prohibited sex discrimination in any federally funded program. The Court, stating that the female plaintiff was within the class protected by the statute, that Congress had intended to create a private right of action to enforce the law, that such a right of action was consistent with the remedial purpose Congress had in mind, and that discrimination was a matter of traditionally federal and not state concern.

Primary Holding

Evidence that Congress intended to create a remedy for a violation of federal law allows a court to find an implied remedy.

The Court, in an opinion by Justice Stevens, applied the four-part test set forth in *Cort v. Ash*, 422 U.S. 66 (1975), used in order to determine whether Congress had meant for a law to be able to be privately enforced:

1. Is the plaintiff a member of a special class for whose benefit the statute was enacted?
(The court notes that this can not be used to imply a right of action that is merely a criminal statute that prohibits all persons from engaging in a general prohibited behavior).
2. Does legislative history express a legislative intent to create or deny a private right of action?

- 1 3. Would creation of a private right of action frustrate legislative scheme, or is it in fact
- 2 helpful to it?
- 3 4. Does the right involve an area that historically has basically been of concern to the
- 4 States?
- 5

6 The court determined that all of the *Cort* factors pointed to an implied right of action:

- 7
- 8 1. Women are clearly in the special class protected by the statute, for the statute
- 9 identifies persons who shall not be excluded.
- 10 2. Title IX contained language which copied that of Title VI, for which a private cause
- 11 of action had already been implied by the [Fifth Circuit](#) at the time Title IX was
- 12 adopted; this was held to show legislative intent.
- 13 3. The remedy was necessary, or at least helpful to accomplishing one of Congress' two
- 14 purposes: avoiding federal support for discriminators *and* protecting individual
- 15 citizens from discrimination. Private suits make this second purpose easier to
- 16 implement.
- 17 4. This question is not left to states because the federal government is primarily
- 18 responsible for protecting against [discrimination](#).
- 19
- 20
- 21

22 There are four main factors to consider in an inquiry as to whether Congress intended to create
23 an implied remedy. These are whether the law was created to benefit a particular group of which
24 the plaintiff is a member, whether the legislative history forecloses the possibility that Congress
25 meant to create a private cause of action, whether an implied remedy would frustrate the
26 underlying purpose of the law, and whether the federal remedy would infringe on the state police
27

1 power. All of these factors weigh in favor of finding an implied private remedy under this law,
2 which was intended to protect women.

3 253. *Bell v. Hood*, [327 U. S. 678](#), [327 U. S. 684](#) (1946). Section 27 grants the District
4 Courts jurisdiction "of all suits in equity and actions at law brought to enforce any liability or
5 duty created by this title. . . ." In passing on almost identical language found in the Securities Act
6 of 1933, the Court found the words entirely sufficient to fashion a remedy to rescind a fraudulent
7 sale, secure restitution and even to enforce the right to restitution against a third party holding
8 assets of the vendor. *Deckert v. Independence Shares Corp.*, [311 U. S. 282](#) (1940). This
9 significant language was used:
10

11
12 254. "And it is also well settled that, where legal rights have been invaded, and a
13 federal statute provides for a general right to sue for such invasion, federal courts may use any
14 available remedy to make good the wrong done."
15

16
17 255. *See also Tunstall v. Brotherhood of Locomotive Firemen & Enginemen*, [323 U. S.](#)
18 [210](#), [323 U. S. 213](#) (1944); *Deitrick v. Greaney*, [309 U. S. 190](#), [309 U. S. 201](#) (1940).

19 It is for the federal courts "to adjust their remedies so as to grant the necessary relief"
20 where federally secured rights are invaded.
21

22 256. [***Alexander v. Sandoval***](#), 532 U.S. 275 (2001), justice Scalia mentioned that as
23 laws prohibits intentional discrimination which was the case in *Cannon v. University of*
24 *Chicago*, 441 U.S. 677 (1979) ; Hence private cause of action was allowed.

25 257. **Trivedi's case it is intentional discrimination based on national origin,**
26 **marital status, gender, and retaliation associated with whistleblowing and complaining**
27 **about discriminatory treatment to management that led to her JOB LOSS eventually.**
28

1 258. That this LACK of "express provision of any method" of enforcement
 2 "suggests that Congress intended to NOT preclude others," such as a private right of
 3 action. Hence as LACK of provision of enforcement available to violator of federal laws such
 4 as GE, GE managers, GE attorneys, Jenny schrager –Private Right of action is proper.
 5

6
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 10 **Note 1:**

11 259. I request that court issue an ORDER asking GE(if GE doesn't file these on its
 12 own) to submit to this court :ENTIRE ARBITRATION RECORD including internal GE
 13 document related to GE board of director INQUIRY. As GE choose private arbitrator mentioning
 14 that public arbitrator Peter David from Wisconsin Workforce development who works for
 15 government hence arbitration record will become public so GE doesn't want Peter Davis to be an
 16 arbitrator and choose a PRIVATE ARBITRATOR... all records/communications. Arbitration
 17 hearing transcript and Bill Barbiuax GE architect deposition, Madhuri Trivedi's deposition,
 18 arbitration discovery documents—interrogation, request for evidence and entire arbitration
 19 record including but not limited to Level I, II, and III proceedings prior to Level IV.
 20

21
 22 **Note 2:**

23
 24 260. In GE's Motion to dismiss filed in Washington DC court; GE attorney
 25 submitted as an exhibit; 9 pages of hearing transcript while submitted full 56 page
 26 arbitrator award..
 27
 28

1 261. **While in this District of MA lawsuit ;** Bruce Falby hasn't filed those 9 pages of
2 hearing transcript nor full transcript of hearing. **Such acts with give any reasonable**
3 **jury reasonable DOUBT** that what they want to hide-mens rea and actus reus...

4 262. Such actions by GE and GE attorney clearly shows that their intention are to
5 give partial information(misleading judge and court) to Judge Patti B Sarris , court ;and
6 hide GE's wrongdoing submitting partial documents that GE in PRETEXT generated out
7 of their scheme to show that " I had poor soft skills" ; " I was not getting along"..

8 263. If you have to hide something then only you submit 9 pages ; and despite in
9 my Washington DC court filing I raised concerns that GE has only filed 9 pages of hearing
10 transcript and asked court to order GE to submit full transcript;;In this district of MA
11 lawsuit ;GE didn't give a DAMN;;didn't file those 9 pages as well and totally excluded ..All
12 these things are MIND BOGGLING.

13 **Note 3:**

14 264. Below information will be part of my opposition to defendants' motion to
15 dismiss; but in the meantime till I file it I want to have this part of filing as I add NEW
16 PARTIES.

17 265. **1)My EXHIBIT 36 and EXHIBIT 37 in this FIRST AMENDED**
18 **COMPLAINT;**
19 where I emailed GE CEO Jeff Immelt, GEHC CEO John Dineen(later John became CEO of GE),
20 and GEHC services CEO Mike Swinford ; that "Trivedi was subject to Hostile and
21 unprofessional treatment by co workers-manager"

266. 2) In Arbitrator's award (EXHIBIT B in ECF 28) in this lawsuit declaration by Bruce Falby ; on page 50 –

arbitrator Peter MEYERS mentioned that Trivedi hasn't given testimony herself

- Because despite Trivedi testified multiple times in her testimonies about hostile environment she suffered including but not limited to even at hearing; same for being a woman, based on her gender ..

➤ Because I have stated below in this motion EXCERPTS OF DEPOSITIONS

where I did testified that I was subject to hostile environment and gender based

(Item 3 & 4 below)

267. In *Move, Inc. v. Citigroup Global Markets, Inc.*,^[i] the Court, for the first time, held that equitable estoppel can toll the Section 12 three-month limitations period.

The court of appeals panel held that the plaintiff's motion was not untimely because the Federal Arbitration Act is subject to equitable tolling.

The panel also held that the plaintiff's right to a fundamentally fair hearing was prejudiced by the fraudulent misrepresentations of the arbitration panel's chairperson, resulting in proceedings led by an arbitrator who should have been disqualified from the dispute under the rules and regulations of FINRA.

First, the Supreme Court has instructed lower courts to consider several textual factors to determine whether Congress intended for tolling not to apply to a given statute. This includes whether a limitations period is set forth in "unusually emphatic form," is "unusually generous," or uses "highly detailed" and "technical" language, and whether the statute "reiterat[ed] the limitations period several times in several different ways." *Holland v. Florida*, 560 U.S. 631, 646–47 (2010) (internal quotation marks omitted).

FAA's limitations period is neither detailed nor technical and

1 is not reiterated elsewhere in the statute. Accordingly, the
2 text of the statute does not preclude equitable tolling.

3 Second, the FAA's structure is not incompatible with
4 equitable tolling. Citigroup argues that the "interlocking
5 structure" of the FAA precludes tolling, pointing to § 9 of the
6 FAA, which provides one year for a party to file a motion to
7 confirm an award. According to Citigroup, allowing vacatur
8 more than a year after an award is issued would upset the
9 statutory scheme by overturning a court's decision to confirm
10 that award.

11 We therefore find that the structure of the FAA is
12 compatible with equitable tolling.

13 Finally, equitable tolling would not undermine the basic
14 purpose of the FAA, which was enacted to make "valid and
15 enforceable written provisions or agreements for arbitration
16 of disputes." 68 Cong. Ch. 213, 43 Stat. 883 (1925). While
17 the FAA reflects the "national policy favoring arbitration with
18 just the limited review" necessary to maintain finality in
19 arbitral proceedings, *Hall Street*, 552 U.S. at 581, "[t]he
20 general pro-arbitration policy relies on the assumption that
21 the forum is fair, and therefore cannot justify special
22 deference to arbitration outcomes in the face of a colorable
23 claim that the forum was unfair in a particular case." *Merrill
24 Lynch, Pierce, Fenner & Smith, Inc. v. Berry*, 92 Fed. Appx. 243, 246 (6th Cir.
25 2004) (unpublished). Thus, although
26 Citigroup argues that equitable tolling would undermine the
27 FAA's goal of finality, § 10's limited grounds for review
28 were still "designed to preserve due process," *Kyocera Corp.
v. Prudential-Bache Trade Servs., Inc.*, 341 F.3d 987, 998
(9th Cir. 2003).....

More importantly, permitting equitable
tolling will enhance both the accuracy and fairness of arbitral
outcomes.....

Regardless, we agree with the district court's
findings that (1) Move acted with due diligence in pursuing
its claim, as it justifiably relied on the information provided
by FINRA; and that (2) tolling would not prejudice Citigroup
under the circumstances. We therefore conclude that Move
is entitled to equitable tolling.

268. 3) My EXHIBIT 38 in this FIRST AMENDED COMPLAINT -
Deposition of Trivedi

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**Arbitrator didn't entered Trivedi deposition into arbitration hearing as EVIDENCE.
In her deposition she testified that she suffered hostile work environment, gender based.
Following excerpts**

page 140
Greg was behaving hostile manner, so I
was stressed.....

Page 162

And then he's stone, he was very angry,
he was already showing intimidating and
hostile behavior prior

Page 145
A Hostile. He was just being hostile.

Page 146
A I did say it about his hostile behavior,
hostile and unprofessional behavior.

Page 147
A I said he's threatening me to take me off the
Project

Page 175
A You can see that, you know. As a woman when
you are in a threatening situation -- you are
not a woman, so you wouldn't understand how
woman instinct work.

Page 184 -185
So I said all those things that you are
diverting blame. I am scapegoat. You are not
being objective, and it's clearly a gender
bias.
Q What else did you discuss during that meeting?
A I asked him that -- I said that it was
discriminatory, I was treated less favorably.
Those individuals are responsible for negative
and poor product quality. I said that I was
discriminated and retaliated for all of the

1 concerns I raised.

2 And I also said that because I was a
3 woman, Dave Mehring was showing a gender bias
4 and stereotype in my performance rating.

5 Successful and talented women are
6 perceived and measured by peers and manager as
7 less liked and not good team player. It's
8 common theme.

9 So I said that you picked up something
10 for me, but you picked up a wrong thing
11 because this is a very common phenomena going
12 on for women. And he said, Oh, so you mean
13 that, you know -- He was kind of -- He got
14 defensive.

15 And I said in that meeting about gender
16 bias, discrimination and retaliation. And it
17 was partly retaliatory to me complaining about
18 Greg's behavior and his hostility. And also
19 GEIP project, we broke up with them, so they
20 wanted a scapegoat. So it was easy for them
21 to divert blame.

22 Q Who blamed you for the breakup of GEIP and
23 GEHC?

24 A Dave Mehring said the RSVP was your second
25 chance.

26 Q And you understood that to mean that you were
27 being held responsible for the decision by
28 GEHC to break up with GEIP?

A Partially. It was blame game.

Page 255

A He did tell me that you bite your tongue.

Q Is that a feminine trait?

A And he said that sometime you -- I mean, when
he said Greg is a guy, after shooting thing,
that was, you know -- He's a guy. You know,
we all know that guys do that. And so that's
another thing.

Q You would agree that you were asked to work on
communications, interpersonal skills,
including establishing stronger team dynamics,
conflict management negotiations?

A He just vaguely, as I already stated, that

1 manager did not clearly communicate, growth
2 value issues, which means the soft skill
3 issues, with documented examples of specific
4 behaviors that didn't meet expectation.
5 I met Nicole Boyle after my mid-year
6 review, and she observed the same thing that
7 Dave Mehring is saying of criticizing your
8 performance, about your communication, sof

9 page 259

10 Q Did you tell Nicole Boyle about the incident
11 involving him pointing a gun two feet with his
12 fingers --

13 A Briefly -- I said briefly, and I said -- I had
14 been told that he's a dormant volcano.

15 Page 260-261

16 A She didn't, but she said that it's guy versus
17 girl thing. And I said Dave Mehring said you
18 are overreacting. So she said, Okay, if Greg
19 does this, it's fine. Madhuri has a problem.

20 That's guy versus girl thing.

21 She was upset because she was not getting
22 promoted as a general manager, and they were
23 interviewing for a general manager. They
24 eventually hired Josh Hanna, so she said that
25 they are already interviewing other people.
26 They are not promoting me, even though I was
27 GM -- she was GM for seven months.
28 And she thought that partially it was
because she was female, and she also said that
GE Healthcare has a problem retaining female
engineers. And there has been gender
diversity training. You have seen that,
right?

Q Do you know whether she was ultimately
promoted?

A No. Josh Hanna was hired as a GM.

Q I thought you said she was a GM.

A She was acting GM. So she said that the
gender diversity training is geared towards
retaining female engineer. The training is
for all GE Healthcare employee, and it's about
how peers and managers perceive and measure

1 female engineer about their soft skills,
2 behavior and communication.

3 Because men and women are different --

4 how they communicate is different, and there
5 should be -- It's a big problem right now. I
6 have given you some documents. It's hard --
7 hard evidence all across, and that's what it
8 is.

9 Page 59

10 Q But what is your being more qualified have to
11 do with the fact that you're both women?

12 A Women, but she has a green card, so that's a
13 huge difference. We both are not in the same
14 category.

15 Q So why would she need to undermine you here
16 based on the fact that you didn't have your
17 green card status?

18 A Because if she starts making issues about me,
19 company will eventually get rid of me.

20 Page 60

21 Q There was another Indian female on Dave's team
22 at the time as well, right? Namita Joshi?

23 A Yes. But her husband is a chief technology
24 officer of GE Healthcare in Milwaukee, so
25 she's a wife of an executive. And she's been
26 in U.S. for 20 years, and she's U.S. citizen.

27 So that makes a huge difference.

28 Page 156

Q So do you agree that the manager unconsciously
reflected -- my case manager unconsciously
reflected a stereotype when they judged my
performance saying that she's good at her job,
but, well, she's just not well liked --

269. 4)My EXHIBIT 39 in this FIRST AMENDED COMPLAINT
Deposition of Bill B

Arbitrator didn't entered Bill B deposition into arbitration hearing.

1 **In Bill B deposition she alleged and examined Bill B that she suffered hostile**
2 **work environment, gender based. Following excerpts**

3
4 **Page 163**

5 Q Do you remember when we broke up with GEIP,
6 Greg got angry at me and he was kind of
7 hostile. I was concerned about this whole
8 behavior that he did. And it was in
9 September, 2012, right after Milwaukee temple
10 shooting, which happened in August, 2012.
11 And you -- I told you to -- I told you
12 about this briefly, and you mentioned that
13 Greg was kind of not speaking for two, three
14 days in all of your coding meetings, and he
15 was just -- something was going on?

16 MR. SCULLEN: Object as compound.

17 **Page 164**

18 Q And that he was -- Because of this
19 disagreement in requirements he had with GEIP,
20 he unnecessarily got angry at me, and
21 basically he was hostile. And I expressed --
22 And you mentioned that he was not talking in
23 all of the meetings where you were present?

24 **Page 165**

25 Q Do you remember you -- and I was concerned
26 that -- I was really concerned about me
27 sitting next to him and his hostile behavior,
28 and you kind of mentioned that he's a dormant
 volcano. Not kind of, but --

 Page 153

 The main concern was how the females were
 perceived by peers and manager, as well as
 measured in terms of their behavior,
 communication and soft skills. And the
 training was geared towards educating men and
 women on the differences that -- how men
 communicate is different than how female
 communicate, and both sides should understand
 these differences and work on accepting and
 basically working it out?

1 270. **Note 4:** GE stack ranking which after arbitration of Trivedi GE
 2
 3 **abandoned.**

4 From: madhuritrivedi@hotmail.com To: charlotte.doll@ge.com; sean.scullen@quarles.com CC:
 5 neil.stekloff@ge.com; madhuritrivedi@hotmail.com; carolplacella@adr.org Subject: During my
 second week at GEHC(Dec 2011) Date: Sat, 15 Feb 2014 21:41:13 -0600

6 Dear Charlotte,

7 While working at GEHC; I have met you during meeting. I needed to reach out to you to confirm
 following paragraph.

8 Currently I am in Arbitration with GEHC. And you were present during this meeting. It would
 help me. You are a woman and I thought you would be able to confirm this...Because Adam
 9 asked you my name and you replied him with my name..in Dec 2011; so I figured .

10 " During my second week at GEHC(Dec 2011) when Mike Truman(HR manager) was giving
 presentation on GE's performance appraisal system(15 or so people were present) and Charlotte
 Doll (Human Resources Manager)

11 and Adam Holton(Senior HR manager) was present(I did not know who was Adam Holton
 12 because it was my second week.).

13 I commented that GE uses bell curve system (it was popularized in the fast-growth years of the
 1980s and 1990s by General Electric's Jack Welch) .Adam Holton commented that Adam will
 14 look so Madhuri stays. " Sincerely, Madhuri

15 271. **Note 5:** criminal division chief David Callway
 16 **- US attorney's office**

17 **David Callway referred to Shailika and Shailika mentioned that "the FBI looks into your**
 18 **claims and determines that the evidence in support of that claims warrants criminal**
prosecution, we will get involved.

19 On Feb 12, 2016, at 4:42 PM, Kotiya, Shailika (USACAN) <Shailika.Kotiya@usdoj.gov> wrote:

20 Mrs. Trivedi,..... To the extent the FBI looks into your claims and determines that
 21 the evidence in support of that claims warrants criminal prosecution, we will get
 22 involved.....

23 ----- Forwarded message -----

24 From: **Callaway, David (USACAN)** <David.Callaway@usdoj.gov>

25 Date: Thu, Feb 11, 2016 at 8:25 AM

26 To: Madhuri Trivedi <mcis99@gmail.com>, Eaton, Joshua (USACAN)
 <Josh.Eaton@usdoj.gov>

27 Cc: Kotiya, Shailika (USACAN) <Shailika.Kotiya@usdoj.gov>

28 Dear Mr. Trivedi,

1 If you would like to visit our office this week to discuss these allegations, please contact
2 our Duty Attorney, Shailika Kotiya (whom I have copied here), to make an appointment.

3 Thank you very much for contacting our office.

4 David R. Callaway
5 Assistant United States Attorney
6 Chief, Criminal Division
7 450 Golden Gate Avenue, Box 36055
8 San Francisco, CA 94102-3495
9 Tel: (415) 436-7288
10 Fax: (415) 436-7234
11 -

12 272. **Note 6** Below is my email to FBI director, I was keeping
13 **David Johnson and FBI agent posted and mentioning my**
14 **frustration about Judge Donato and my DHS lawsuit;** so they
15 were aware about DHS lawsuit and hoping **that ninth circuit would**
16 **resolve it. Also about David Callway**

17 ----- Forwarded message -----

18 From: **Trivedi Madhuri**

19 Date: Thu, Oct 20, 2016 at 3:11 AM

20 Subject: Re: Criminal investigation

21 To: Craig.Fair@ic.fbi.gov <Craig.Fair@ic.fbi.gov>, John.Bennett@ic.fbi.gov
22 <John.Bennett@ic.fbi.gov>

23 Cc: Pat Hale <pat_hale@mit.edu>, David J. Johnson <david.j.johnson@ic.fbi.gov>,
24 <shorsley@npr.org>

25 Typo corrected below ..and Enron and other thing. ... Please read this email .

26 On Oct 19, 2016, at 8:06 PM, Trivedi Madhuri > wrote:

27 David Johnson you are now reporting to James Comey and David Callway criminal depart head
28 at DOJ who-assigned an attorney at DOJ replied that when FBI gives them update they will
29 criminally indictment of GE David Callway left DOJ in August this year .. **GE**
30 **is another Enron**

31 On Dec 1, 2015, at 11:47 AM, Kwok, Lester (SF) (FBI) <Lester.Kwok@ic.fbi.gov> wrote:

32 Ms. Trivedi,

33 I received a total of 5 emails. Thank you for your time this morning.

Lester Kwok

273. **Note 7:** FDA FOIA response has communication from Quitam division attorney at DOJ San Francisco...Page 15 ... FOIA gave only email DOJ attorney sent to FDA and NOT what FDA responded to DOJ.

(FDA concluded that “INSITE EXC” is considered medical device as mentioned by FDA)..Ombuds lady said on phone that “because I sued DHS (at the time I was requesting FOIA)I won’t any anything/much from FDA that would help me win DHS lawsuit. “

From: Smith, James - OCC

Sent: Thursday, February 18, 2016 8:56 AM

To: Myers, Charles F

Subject: Question ref: complaints about a GE software interfacing program

Charles—

The US Attorneys Office in San Francisco contacted me yesterday asking about whether there had been an FDA investigation into allegations of safety issues with the GE Insite Exc, which appears to me, from the GE Healthcare website information, to be some sort of software which allows a GE tech to remote into ultrasound displays to help troubleshoot issues with those devices. The allegations come from someone who contacted the USAO and asked them to investigate GE Healthcare for health care fraud based on the purported problems with the GE Insite Exc. I've attached (below) what appears to be an email from you to the complainant, Madhuri Trivedi, from February 2014, as well as what appears to be a letter to the same person from you in April 2015 about the complainant's reporting of purported problems with this software. I could not find anything in the Device Master Database for this software, so I am wondering whether it is even considered a medical device, or if it is cleared as part of some other device made by GE Healthcare.

Do you have 10-15 minutes to discuss this today?

Jim Smith

Senior Counsel

Office of the Chief Counsel

US Food and Drug Administration

White Oak Bldg. 32

Room 4374

10903 New Hampshire Avenue

Silver Spring, MD 20993-0002

Telephone: 301.796.8718

cell: 202.510.4283

1 fax: 301.847.8618

2 james.smith@fda.hhs.gov

3 ****Please consider the environment before printing this e-mail.**

4 **From:** Myers, Charles F

Sent: Tuesday, December 17, 2013 2:53 PM

5 **To:** Woods, James L.; Ochs, Robert

Cc: Boyd, Sean M; Weixel, Patrick B; Pastel, Mary; Morris, Janine M.; Gutierrez, Alberto

6 **Subject:** RE: information about GE Healthcare

Hi James,

7 I will speak with Robert and we can set something up with Madhuri Trivedi.

8 Charles

[Charles F. Myers](#)

9 [FDA/CDRH/OIR/DRH](#)

10 [Phone: 301-796-5619](tel:301-796-5619)

11 [E-mail: Charles.Myers@fda hhs.gov](mailto:Charles.Myers@fda.hhs.gov)

12
13
14 **From:** Myers, Charles F

To: Engleman, Donna

15 **Cc:** OC Medical Device Complaints and Responses

Subject: RE: information about GE Healthcare

16 **Date:** Tuesday, February 04, 2014 3:32:48 PM

17 Hi Donna,

Yes on both counts (James sent it to me and yes I accept it).

18 Doesn't it feel good when you can get "stuff" off your plate and onto someone elses!!

19 Regards,

Charles

20 [Charles F. Myers](#)

[FDA/CDRH/OIR/DRH](#)

21 [Phone: 301-796-5619](tel:301-796-5619)

[E-mail: Charles.Myers@fda hhs.gov](mailto:Charles.Myers@fda.hhs.gov)

22 **From:** Engleman, Donna

Sent: Thursday, January 16, 2014 10:52 AM

23 **To:** Myers, Charles F

24 **Cc:** OC Medical Device Complaints and Responses

Subject: FW: information about GE Healthcare

25 Hello Charles,

26 As always, going through some older stuff. Is this one that James Woods may have sent to your group by any chance? Please let me know if you have this complaint and/or accept it.

27 Thanks!!

28 Donna

1 **From:** Engleman, Donna
2 **Sent:** Sunday, December 15, 2013 6:43 PM
3 **To:** Silverman, Steven
4 **Cc:** Woods, James L.; MacFarland, William C; Welch, Jan; OC Medical Device Complaints and
Responses
5 **Subject:** RE: information about GE Healthcare
Thanks and I'll wait to hear back from James before processing this complaint further in OC.
6 Donna
<http://www.volusonclub.com/emea/insite>

7 **From:** Silverman, Steven
8 **Sent:** Sunday, December 15, 2013 11:23 AM
9 **To:** Engleman, Donna
10 **Cc:** Woods, James L.; MacFarland, William C; Welch, Jan
11 **Subject:** FW: information about GE Healthcare
Donna,
12 Please log and triage this information as a compliant.
13 James – cc'ing you in case these devices are OIR regulated. Thanks
14 -- Steve
15 Steve Silverman
16 Director, Office of Compliance
17 Center for Devices and Radiological Health
18 (301) 796-5500
19 Our mission is to protect and promote public health by evaluating, enhancing, and
20 ensuring compliance with medical device laws, resulting in the availability of high-quality
21 medical devices.
22 Our vision is to take actions that enable maximum device safety and effectiveness.
23
24
25

19 **From:** Kangoma, Prince P*
20 **To:** Myers, Charles F
21 **Cc:** Ochs, Robert
22 **Subject:** FW: information about GE Healthcare
23 **Date:** Wednesday, February 05, 2014 11:44:42 AM
24 **Attachments:** [RE information about GE Healthcare.msg](#)
Good morning Charles,
25 This is assigned COR14000050-000.
Thanks,
26 Peter

26 **From:** Myers, Charles F
27 **Sent:** Tuesday, February 04, 2014 3:44 PM
28 **To:** Kangoma, Prince P*
Cc: Ho, Michelle M*; Ochs, Robert; Boyd, Sean M

1 **Subject:** FW: information about GE Healthcare

Hello Peter,

2 Please scan this chain of e-mails and the attachment into CTS as a Trade Complaint, assign a
3 COR

number, and please assign to me. I spoke with the complainant and will receive this as an
4 assignment so I can make notes in CTS.

Please use Product Code 16 – Medical diagnostic X-ray equipment (LLZ).

5 Thanks,

Charles

6 Charles F. Myers

7 FDA/CDRH/OIR/DRH

Phone: 301-796-5619

8 E-mail: Charles.Myers@fda.hhs.gov

9
10 **From:** Woods, James L.

Sent: Monday, March 16, 2015 2:56 PM

11 **To:** Pastel, Mary; Myers, Charles F; Ochs, Robert

Subject: FW: Information about GE Healthcare

12 Typically we do not share any info involving an open investigation. Is this matter different?
13 thanks

14 274. **Note 8**

15
16 When Trivedi left hearing due to arbitrator's hostility and all on second day ;
17 GE and entered Ex Parte evidence into hearing..I never threw PIP at David
18 Mehring; it is one of the many lies/perjuries GE and GE managers and GE
attorney has done.

19 275. **Note 9**

20 I request that court ask/ORDER GE to submit TRUE review about who said that I
21 was not getting along—and why and when ;specifics-their level of interaction with
22 me ..instead of throwing that I was not getting along.

23 276. **Note 10**

24 Trivedi's presentation in front of entire group for new EMERGING technology WEBSOCKET..

25 Trivedi did get along VERY WELL with JIM KOHLI –principle engineer who was with

26 (GE for 35 years..But David never considered that)
27
28

(...No matter how good Trivedi was in her soft skills, communication and presentation skills, getting along; David Mehring continuously was beating her up raising not getting along as PRETEXT in retaliation)

From: Kohli, Jim (GE Healthcare) <james.kohli@med.ge.com>
Sent: Monday, September 10, 2012 5:28 PM
To: @HEALTH GST System Engineering Forum-MKE
<GSTSystemEngineeringForumMKE@ge.com>; Bezanson, Brian (GE Healthcare) <Brian.R.Bezanson@ge.com>; Walls, Michael E. (GE Healthcare) <Michael.Walls@med.ge.com>
Cc: Solliday-McRoy, Jeffrey (GE Healthcare) <Jeffrey.D.Solliday-McRoy@med.ge.com>; Joshi, Namita (GE Healthcare) <Namita.Joshi@ge.com>; Jacobs, Gregory (GE Healthcare) <Gregory.Jacobs@ge.com>; Mahajan, Navdeep (GE Healthcare) <navdeep.mahajan@ge.com>; Kizewski, Wade (GE Healthcare) <Wade.Kizewski@ge.com>; Swierczek, David (GE Healthcare) <david.swierczek@med.ge.com>; Sasson, Avi (GE Healthcare) <Avi.Sasson@med.ge.com>; Bublitz, Andrew (GE Healthcare) <Andrew.Bublitz@ge.com>; Modi, Geeta (GE Healthcare) <Geeta.Modi@ge.com>; R, Balakrishnan (GE Healthcare) <Balakrishnan.R@ge.com>; Vigneron, Philippe (GE Healthcare) <Philippe.Vigneron1@med.ge.com>; Babula, Debbie (GE Healthcare)

<Debbie.Babula@ge.com>; Oliver, Bill (GE Healthcare)
<Bill.J.Oliver@ge.com>; Tu, Fang (GE Healthcare) <Fang.Tu@ge.com>;
Nuthi, Sridhar (GE Healthcare) <Sridhar.Nuthi@med.ge.com>; Birk, Troy
(GE Healthcare) <Troy.Birk@med.ge.com>; Adzemovic, Mike (GE
Healthcare) <Mike.M.Adzemovic@ge.com>; 'Brian Bezanson'
<brian.bezanson@gmail.com>

Subject: GST Systems Engineering Bi-Weekly Meeting and Design Forum

Hi all,

In this week's forum, Madhuri will present on web sockets.

In preparation for Tuesday's forum, please install Google Chrome browser if you do not already have it.

We will use it to verify **websocket** communications as follows:

1. Turn on the Chrome Developer Tools.
2. Click Network, and to filter the traffic shown by the Chrome Dev Tools, click WebSockets (all the way on the bottom).

GEHC0084

See y'all at 2:00 for bites and bytes.

Jim Kohli

Principal Engineer, GE Healthcare

3114 N. Grandview Blvd, Mailstop W-597

Waukesha, WI 53188-1677

jim.kohli@ge.com

+1-262-524-5349

277. **Note 10**

1 To: *Holton*, Adam (GE Healthcare)[Adam.*Holton*@ge.com]
2 Required Attendees: *Holton*, Adam (GE Healthcare)
3 Location: your office
4 Importance: Normal
5 Subject: concerns
6 Start Date/Time: Tue 5/7/2013 6:00:00 PM
7 End Date/Time: Tue 5/7/2013 6:30:00 PM
8 Recurrence Pattern: None

9 Respected Adam,
10 I have to report some serious concerns I have for managers and team leads about workplace
11 situation. I would take 15-20 minutes only but keeping it 30 minutes. It is important. Thanks!
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278. **Note 11**

From: *Trivedi*, Madhuri (GE Healthcare) </o=GEMAIL/ou=First Administrative Group/cn=Recipients/cn=212070205>
Sent: Friday, February 22, 2013 12:22 PM
To: *Swinford*, Michael J (GE Healthcare) <Michael.Swinford@med.ge.com>
Cc: *Trivedi*, Madhuri (GE Healthcare) <Madhuri.J.Trivedi@ge.com>
Subject: Important

Respected Mike *Swinford*,

I have very serious concerns about my EMS growth value ratings. I have series of emails as a way to show that these ratings are not correct. And also my mentor who can back up such things to prove that they are wrong. I love my job and working for services. Throughout last year I have consistently showed my dedication to delivering business value, quality and transparency working with team.

I don't want to be a scapegoat person to whom all team and managers failures are diverted to. I should get a fair chance to move out of current managers and work with new managers and work in a better environment to prove myself. I can influence people, I can't change them. This job is important to me and my career and I have lots of stake.

I requested a meeting last week with you and Dave Elario spoke with me. I am requesting a meeting with you now. I am sure that my side would be considered and I trust that the management system would work.

After EMS meeting I am writing this quick email as a way to get my side out.

Thank you very much for your time and consideration.

279. **Note 12** : In their motion to dismiss, defendants have been mentioning that

Trivedi's

1 188 pages complaint ;but look at *In re Facebook, Inc., Consumer Privacy User Profile*
2 *Litigation (3:18-md-02843-VC) District Court, N.D. California*-----complaint is 400
3 pages.

4 GOAL is So as to get justice; one can file complaint to allege all the facts, laws, evidences; one
5 have.
6

7 280. **Note 13**

8
9 **Judge Spero concluded that a key purpose of SOX was to protect such whistleblowers, but**
10 **this protection would be substantially eroded if SOX shielded directors from personal**
11 **liability. He also noted that the term “employer” in the statute should Judge Holds that**
12 **SOX and Dodd-Frank Allow Individual Director Liability be construed broadly, consistent**
13 **with its broad interpretation in the context of other statutes. [Wadler v. Bio-Rad Labs., Inc.](#)**
14 **141 F. Supp. 3d 1005 (N.D. Cal. 2015)**

15 281. **Note 14**

16 Mitigating circumstances and beyond control of trivedi.

17 Trivedi filed OSHA complaint as her MIT alumni contact emailed her about the same
18 and that’s all he knew Jason Kap who was a Vice president at Microsoft earlier..

19 I didn’t know that I can sue under SOX or Dodd Frank earlier; and I didn’t know how
20 to litigate these claims ..It was big ocean for me. Plus I trusted Foley & Manfield and
21 other attorneys.

22
23 From: Jason Kap [mailto:jkap@MIT.EDU]

24 Sent: Sunday, May 04, 2014 6:34 AM To: Madhuri Trivedi; Madhuri Trivedi

25 Subject: RE: whistleblower

26 I am praying for you ,Sent via smartphone

27 ----- Original message -----
28

1 From: Madhuri Trivedi

2 Date:05/03/2014 8:05 PM (GMT-05:00)

3 To: Jason Kap Subject: whistleblower

4 Thanks for whistleblower.gov idea..

5 I think it is good.

6
7
8 Sincerely,

9 Madhuri

10
11
12 282. **Note 15**

13 Valenti v. Massapequa Union Free School District, No. 09-CV-977 (JFB) (MLO),
14 at *5 (E.D.N.Y. Feb. 5, 2010) (“With respect to pleadings in discrimination cases, the Supreme
15 Court, in Swierkiewicz v. Sorema N.A., 534 U.S. 506 (2002), rejected the concept that there is a
16 heightened pleading standard and, thus, held that the survival of a complaint in an employment
17 discrimination case does not rest on whether it contains specific facts establishing a prima facie
18 case under the standard set forth in McDonnell Douglas v. Green, 411 U.S. 792 (1973).
19 Swierkiewicz, 534 U.S. at 510 (“The prima facie case under McDonnell Douglas . . . is an
20 evidentiary standard, not a pleading requirement.”); see also Williams v. N.Y. City Hous. Auth.,
21 458 F.3d 67, 71-72 (2d Cir. 2006) (applying Swierkiewicz holding to retaliation claims);
22 Leibowitz v. Cornell Univ., 445 F.3d 586, 591 (2d Cir. 2006) (applying Swierkiewicz holding to
23 discrimination claims under Title VII). ”)

24 283.

25 **Note 16**

26 Valenti v. Massapequa Union Free School District, No. 09-CV-977 (JFB) (MLO), at
27 *5-7 (E.D.N.Y. Feb. 5, 2010) (“ “[T]here is no exhaustive list of what constitutes an adverse
28 employment action. Courts have held that termination, demotion, denial of promotion, addition
of responsibilities, involuntary transfer that entails objectively inferior working conditions,
denial of benefits, denial of a requested employment accommodation, denial of training that may

lead to promotional opportunities, and shift assignments that make a normal life difficult for the employee, among other things, constitute adverse employment actions." *Little v. NBC*, 210 F. Supp. 2d 330, 384 (S.D.N.Y. 2002); see also, e.g., *Feingold v. N.Y.*, 366 F.3d 138, 152-53 (2d Cir. 2004) (holding that the "assignment of a disproportionately heavy workload" can constitute an adverse employment action);")

Trivedi was right in the beginning of her job at GEHC when she asked Dipti Patel for testing related matter for Insite EXC and Dipti replied with email that she should be fired and David Mehring and HR manager Mike Truman made a Big deal out of this email, started threatening---

Trivedi was assigned unusual high workload (As in complaint –Exhibit 26)

>of converting 1000 page test document written for Windows operating system related to insite EXC –

>develop brand NEW test procedure equivalent of all tests mentioned in 1000 page document to work on Linux operating system

>to convert into test procedure that would work on Windows and linux operating systems

284. *Bryan v. Cmty. Bank & Trust*, Case No. 3:14-cv-05111-MDH, at *8 (W.D. Mo. Oct. 17, 2014) ("However, reading the complaint "as a whole rather than analyzing each allegation in isolation" and accepting the Plaintiff's factual allegations as true, the Court finds that the amended complaint adequately states a whistleblower claim")
285. *Dexterv.Dealogic, LLC* Civil Action No. 19-10572-PBS (D. Mass. Jul. 26, 2019) The following factual background comes from the complaint and attached exhibits and must be taken as true at this stage. See *Newman v. Lehman Bros. Holdings Inc.*, 901 F.3d 19, 25 (1st Cir. 2018). A plaintiff need not, however, "allege every fact necessary to win at trial," as long as "the allegations of the complaint make the claim as a whole at least plausible." *Garayalde-Rijos v. Municipality of Carolina*, 747 F.3d 15, 24 (1st Cir. 2014) (quotations omitted).

286. "A hostile work environment is one that is so 'pervaded by harassment or abuse, with the resulting intimidation, humiliation, and stigmatization' that it 'poses a

formidable barrier to the full participation of an individual in the workplace.” Dexter v. Dealogic, LLC, Civil Action No. 19-10572-PBS, at *12 (D. Mass. Jul. 26, 2019)

287. the PIPs and similar criticism could qualify as adverse actions where they materially impact the terms and conditions of the plaintiff's employment, *see Tse v. UBS Fin. Servs., Inc.*, 568 F. Supp. 2d 274, 283-84, 288 (S.D.N.Y. 2008) (denying summary judgment because jury could have found performance plan impacted terms of employment where, among other things, it laid out revised, objective performance targets for plaintiff to meet, or risk termination), Plaintiff allege sufficient facts that demonstrate that the PIPs materially impacted the terms and conditions of his employment.

288. Fossesigurani v. City of Bridgeport Fire Dep't CIVIL ACTION NO. 3:11-cv-752 (VLB) (D. Conn. Oct. 1, 2012) (See e.g., Vernon v. Port Authority of New York and New Jersey, 154 F.Supp.2d 844, 855 (S.D.N.Y., 2001) (act resulting in potential inability to secure future employment could constitute an adverse act.); *Tse v. UBS Financial Servs., Inc.*, 568 F.Supp.2d 274, 288 (S.D.N.Y. 2008) ("Although [a] materially adverse change in working conditions must be more duptive than a mere inconvenience or an alteration of job responsibilities, an adverse employment action may be found where the action affects the employee's future employment opportunities.") (internal quotation marks and citation omitted); Wiley v. Glassman, 511 F.3d 151, 157 (D.C.Cir., 2007) ("An employment action may be sufficient to support a claim of discrimination if it results in materially adverse consequences

1 affecting ... future employment opportunities such that a reasonable trier of fact
2 could find objectively tangible harm.)

3
4 289. she was subjected to materially adverse;change in working condition; more
5 disruptive than a mere inconvenience --meets materially adverse employment
6 condidtons as Trivedi have stated..

7 290. In TRIVEDI case it shows that Trivedi complained and soon was put on PIP

8 291. the PIPs and similar criticism could qualify as adverse actions where they
9 materially impact the terms and conditions of the plaintiff's employment,

10 see Tse v. UBS Fin. Servs., Inc., 568 F. Supp. 2d 274, 283-84, 288 (S.D.N.Y. 2008)
11 Pimentel v. City of New York, No. 00 Civ. 326, 2002 U.S. Dist. LEXIS 8454, 2002 WL

12 977535, at *4 (S.D.N.Y. May 14, 2002). See Bernheim v. Litt, 79

13 F.3d 318, 325 (2d Cir. 1996) (holding that a change that harms a plaintiff's reputation,
14 opportunities for advancement, and earning potential may

15 constitute adverse employment action); see, e.g., Casale v. Reo, 522 F. Supp. 2d 420,

16 2007 WL 3353217, at *6 (N.D.N.Y. 2007) (holding that an adverse

17 employment action has occurred even where [**18] it is "likely" that the action will have
18 a "material impact" on the employee).

19
20
21
22 292. **Note 16**

23
24 GE didn't put on PIP Greg Stratton, Nate Davis white American nationality MALE.

25 Nor Sachin Kendale, Naresh Asian Indian nationality MALE.

26 David Promoted Namita Joshi Indian American nationality (she was born in India but had

27 USA greencard , citizenship),FEMALE and she was a wife of GEHC general manger Vivek

Bhatt so her relationship with GEHC executive was a driving factor that despite as Ofir fought 20 people that she lacked technical skills as to when code would fail; she was never put on PIP nor got negative performance review —on top of that was prompted as stated by arbitrator in his award. Marital status is different from Trivedi as well as her relationship—who knows who is all what makes promotion at GE(sky is the limit if you have family member and/or personal connections/ at times professional connections as well to get promoted and retained at GE... not your skills, education, experience----

Dipti Patel was never put on PIP as she was part of fraud herself..

293. When Res Judicata doesn't apply

Res judicata does not restrict the [appeals](#) process,^[7] which is considered a linear extension of the same lawsuit as the suit travels up (and back down) the [appellate court](#) ladder. Appeals are considered the appropriate manner by which to challenge a judgment rather than trying to start a new trial. TRIVEDI has never appealed arbitrator's award.

294. Exceptions to *res judicata* that allow a party to attack the validity of the original judgment, even outside of appeals. These exceptions—usually called collateral attacks—are typically based on [procedural](#) or [jurisdictional](#) issues, based not on the wisdom of the earlier court's decision but its authority or on the competence of the earlier court to issue that decision. A collateral attack is more likely to be available (and to succeed) in judicial systems with multiple jurisdictions, such as under [federal](#) governments

295. Res Judicata may be avoided if claimant was not afforded a full and fair

1 opportunity to litigate the issue decided by a state court. He could file suit in a federal court to
2 challenge the adequacy of the state's procedures. In that case the federal suit would be against the
3 state and not against the defendant in the first suit.

4 https://www.law.cornell.edu/wex/res_judicata According, however, to [Rule 41\(b\)](#) of the
5 **Federal Rules of Civil Procedure, the following are not claim preclusive and are not**
6 **considered an adjudication "on the merits":**

7
8 >>>a lack of jurisdiction,

9 >>if the dismissal order does not state otherwise (i.e. a decision made
10 "without [prejudice](#)" would not be claim preclusive")

11
12 296.

13 For some claims jurisdiction of arbitrator is in question even as "covered
14 claims" under GE's Solutions ADR manuals and also under Dep clause... also as Jan 2019
15 court rules that arbitrability of issues should by court and not by arbitration...arbitrator
16 Peter MEYER never dismissed Trivedi's claims with PREJUDICE hence are not be claim
17 preclusive. **Arbitrator has not dismissed Trivedi's claim with PREJUDICE hence it is an**
18 **EXCEPTION to Res Judicata.**

19
20
21 **297. Federal Rules of Civil Procedure, the following are not claim preclusive and**
22 **are not considered an adjudication "on the merits": >>>a lack of jurisdiction,**

23
24 Arbitrator Peter Meyers' jurisdiction can be addressed here:

25 *New Prime Inc. v. Oliveira, 139 S. Ct. 532 (2019).* The Court issued its decision
26
27
28

1 on January 15, 2019. In a unanimous decision, the Court upheld the findings of the First Circuit,
2 affirming that judgment of whether Section 1 **exceptions applied or not was a role for the**
3 **courts and not arbitration,”**

4 [the “who decides” question.]

5 **Delegation clause in arbitration is also presenting conflicts at various circuit**
6 **level.**

7
8 298. Source :---<https://www.arbitrationnation.com/> >>>>New Prime suggests that
9 there’s a difference between contractual arbitrability – issues about flaws in the
10 arbitration agreement, scope of the arbitration agreement, or procedural preconditions
11 that need to be satisfied before the recourse to arbitration is appropriate – and subject
12 matter limits on what can be arbitrated.

13
14 299. For *res judicata* to be binding, several factors must be met: one of them is –
15 whether the parties were given full and fair opportunity to be heard on the issue.

16 300. [Alba v. Raytheon Co., 441 Mass. 836, 809 N.E.2d 516, 521 \(Mass. 2004\)](#). The
17 key issue behind applying issue preclusion is "whether defendants 'received a full and
18 fair opportunity to litigate their claims'" in an earlier proceeding.

19
20 301. Note that during my arbitration I didn’t mention whole lot of case laws, common
21 laws, statutes, constitutional laws..as I do in this lawsuit because over period of five years I have
22 read and become more proficient in legal world compared to what **I was at arbitration..GE**
23 **simply stating that Public policy is precluded by prior arbitration award is**
24 **meritless...**given that I didn’t mention whole lot of legal language and given that arbitrator was
25 hostile, biased, fraudulent—he had no intention nor incentive to address public policy violation
26
27
28

1 in terms of at will employment prohibition as well when I have stated tons of case laws as we do
2 now....so

3 These changes in circumstances , pleadings with more legal language changes ---it
4 applies to all of the cause of actions in this lawsuit.
5

6
7 302. As stated in complaint due to continuous interruptions, insults and not
8 letting Trivedi proceed in arbitration hearing by asking questions to witness, by submitting
9 material evidence which arbitration didn't include into hearing evidence---and as she had
10 lost her immigration status ---any attorneys she would have HIRED or HIRED including
11 Foley and Mansfield, Mike Persoon had no to stand up against big company GE when she
12 was at disadvantage and hence withdrawal of H1 B itself is a PROOF that she was
13 obstructed and NOT GIVEN full and fair opportunity to be heard on issue –arbitrator, GE had no
14 incentive to do anything lawful if my STATUS and STAY in country USA is jeopardies and
15 have no immigration status.—due process..
16

17
18 303. In addition, in matters involving due process, cases that appear to be *res judicata*
19 may be re-litigated. In this case immigration status, not able to extend H1 B , not able to
20 litigate case as she lost immigration benefits –Due process case applies to TRIVEDI--- plus
21 doing a private arbitration with GE declining to have public government arbitrator Peter
22 Davis (Peter after discussing with Trivedi mentioned to RULE in favour of Trivedi) as
23 chosen arbitrator because arbitration record becomes public and hearing was done in a
24 private hotel conference room –more of a Kangaroo court with no Jury....nor judicial
25 review...as mentioned in complaint for AAA and arbitrator it is a recurring revenue with
26 company GE who paid arbitration cost..By all means Trivedi was not given fair and full
27
28

1 opportunity...Trivedi would have Hired big law firm and spent lots of money if her
 2 Immigration H1 B visa would not have been withdrawn and Trivedi was earning
 3 money..Incentive to do anything..also on second day of hearing Trivedi left hearing and
 4 arbitration was done by GE and arbitrator alone so Ge said whatever they wanted to say
 5 and Trivedi never filed post arbitration brief as well..
 6

7 304. [Silva v. Smith's Pac. Shrimp \(In re Silva\), 190 B.R. 889](#) V. CONCLUSION

8 Because the issue of Silva's fraudulent conduct was not "actually litigated" in the prior federal
 9 court judgment, the judgment is not entitled to collateral estoppel effect. The phrase "actually
 10 litigated" suggests that all parties to a dispute have been actively involved throughout the
 11 proceeding and have presented evidence and advocated their positions.- As Trivedi was not
 12 present of second day of hering due to arbitrator's abusive conduct and reasons stated ; Trivedi
 13 was actively involved throughout the proceedings , nor presented evidence due to not being
 14 present and due to arbitrator not accepting evidence she presented into hearing documents as part
 15 of formal hearing evidence as arbitrator declined to do so—aka Trivedi deposition, Bil barbiux
 16 deposition, modehine deposition..
 17
 18
 19

20 305. The lack of an appeal does not suddenly make the dismissal “on the merits” and
 21 therefore subject the new suit to the barrier of res judicata. **Trivedi was not able to appeal**
 22 **arbitrator's award due to various reasons as stated including Foley & Mansfield not**
 23 **advising her & her lack of knowledge about appealing arbitrator award; hence can bring**
 24 **this lawsuit.**
 25

26 306. Cause of action(subject to fraud, which would enable the earlier decision to
 27 be set aside). Hence reclusion doesn't apply in Trivedi's case of arbitration full of fraud.
 28

307. there are certain exceptions to issue preclusion, such as when the issues are not identical because the prior litigation and subsequent litigation involve applications of different legal standards.

308. Whole Woman's Health v. Hellerstedt, 136 S. Ct. 2292 Court: Supreme Court
Date: June 27, 2016

The Courts of Appeals have used similar rules to determine the contours of a new claim for purposes of preclusion. See, e.g., [Morgan v. Covington, 648 F. 3d 172, 178 \(CA3 2011\)](#) “[R]es judicata does not bar claims [\[***26\]](#) that are predicated on events that postdate the filing of the initial complaint”);

She was unable to obtain such extension because of the timing of her termination and not any alleged failure to file the PERM application. ---But knowingly GE and fragomen, jenny didn't file I 140 , despite mediator telling GE several times even in writing emails and Trivedi that GE put Trivedi on leave of absence with no pay/salary and just finish filing/processing I 140 by paying filing fees, submitting I 140 company documents' i.e. GE's finances to government and total number of employees –it was about matter of TWO MONTHS of processing and keeping Trivedi either on paid leave or leave without pay whatever GE wanted as Trivedi requested. But GE was out of REVENGE to go after Trivedi, send a message –retaliation for all the protected activities she was engaged in. Fragomen MTD page 7

309.

1 310. As the Supreme Court explained more than 50 years ago in *Lawlor v. National*
2 *Screen Service Corp.*, 349 U.S. 322 (1955), res judicata does not bar a suit, even if it
3 involves the same course of wrongful conduct as alleged earlier, so long as the suit
4 alleges new facts or a worsening of the earlier conditions.

5
6 311. In *Lawlor v. National Screen Service Corp.*, 349 U.S. 322 (1955), the Supreme
7 Court unanimously reversed the application of res judicata where the lower court
8 applied the same reasoning as the district court applied here. There, the plaintiffs
9 brought an antitrust suit that was ultimately dismissed with prejudice. *Id.* at 324.
10 **Seven years later, the plaintiffs brought a second antitrust suit against many of**
11 **the same defendants, alleging the same course of wrongful conduct, which had**
12 **worsened in the interim.** *Id.* at 328. The lower courts applied res judicata to bar the
13 second suit. *Id.*

14
15 312. The Supreme Court reversed, explaining that even though “both suits involved
16
17 essentially the same course of wrongful conduct,” res judicata did not apply. *Id.* at 327

18
19 313. *Lawlor* retains its vitality to this day. *See, e.g., Darney v. Dragon Prods. Co.,*
20 *LLC*, 592 F. Supp. 2d 180 (D. Me. 2009) (applying *Lawlor* to deny application of res judicata
21 **where second complaint included new factual allegations, even though there was “facial**
22 **similarity” with the first complaint).**

23
24 314. *See Duncan v. Peck*, 752 F.2d 1135, 1139 (6th Cir. 1985) (applying Ohio res
25 judicata principles and explaining that “a judgment in a former action does not bar a subsequent
26 action where the cause of action prosecuted is not the same, even though each action relates to
27 the same subject matter”)

1 315. GE's wrongful termination, SEC fraud and all allegation has caused
2 continued HARM that have caused WORSENING CONDITIONS

3 316. GE attorney at arbitration withheld performance review that Dave Sallis
4 gave and never submitted that during discovery instead as stated in complaint
5 withheld till the day of hearing--despite my objections at hearing arbitrator didn't take any action,
6 impose sanctions...Trivedi could have called
7 Dave Sallis as WITNESS for hearing if GE would have given that performance review---this
8 shows that GE was obstructing and arbitrator didn't give

9 [Arista Records LLC et al v. Lime Wire LLC et al](#) MEMORANDUM OF LAW in Support
10 re: 165 MOTION to Strike Plaintiffs' Exhibits Filed November 7, 2008 (See Tse, 568 F.
11 Supp. 2d at 306. Because Plaintiffs failed to follow the rules of discovery, Defendant lost the
12 chance "to ferret out false or misleading testimony.")

13 317. -----Moreover, there are certain exceptions to issue preclusion, such as when
14 the issues are not identical because the prior litigation and subsequent litigation involve
15 applications of different legal standards.

16 A judgment does not bar another action by the plaintiff:

- 17
18
19
20
21 (1) When exceptional circumstances justify relief from the res judicata effect of the judgment;
22
23 (2) When the judgment dismissed the first action without prejudice; or,
24
25 (3) When the judgment reserved the right of the plaintiff to bring another action.

318. Special circumstances – the Court may take into account special circumstances that permit a party to bring a second claim, for example: limitation or lack of finances Issue estoppel when fresh evidence, change in law and fraud occurred while cause of action estoppel when fraud occurred allow relitigation.

Also new defendants foley & mansfield and fragomen added.

New claims adds that Trivedi was retaliated based on her reporting that added to securities and exchange commission, SEC fraud, related cause of actions by GE which GE knew so they had planned mentally and executed by actions so obstruct, retaliate and send message—require separate new discovery, trial—not quitam claims & quitam based retaliation were part of arbitration which also require new separate discovery and proof

319. **FDA complaint Trivedi filed was pending as FDA said they won't give out information about their investigation.....FDA responded to FOIA in late 2016 as shown here...as per boykin-v-keycorp while administrative investigation was pending her filing of claims was tolled. Same for Trivedi's case as per Solutions policy of GE:**

Solution page 9

In order to submit Covered Claims to Level III and Level IV of Solutions, employees must have submitted such claims to Level I (and the Company must have submitted to Level before the expiration of the applicable statutes of limitations and/or administrative agency filing deadlines for such Covered Claims. Where an employee files a Covered Claim with an administrative agency or in a court that has (or, absent Solutions, would have) jurisdiction over the Covered Claim before the expiration of the applicable limitations

period, the Company agrees to stop the further running of the limitations period as to that Covered Claim while it is pending before resolution, or the agency process has been concluded. Where a party's initial submission of a Covered Claim to Solutions occurs before the expiration of the applicable statute of limitations for filing in court, the opposing party agrees to stop the further running of the statute of limitations while the parties compel the Solutions process. In the case of administrative agency filing deadlines, the Company agrees to request that the agency treat the running of filing deadlines as having been stopped.

320. **PUBLIC POLICY**

320.1. *Margiotta v. Christian Hosp. Ne. Nw.*, 315 S.W.3d 342, 346 (Mo. 2010) (en banc). **Under this doctrine, "An at-will employee may not be terminated** (1) for refusing to violate the law or any well-established and clear mandate of public policy as expressed in the constitution, statutes, regulations promulgated pursuant to statute, or rules created by a governing body or (2) for reporting wrongdoing or violations of law to superiors or public authorities."

Under the public policy exception to at-will employment, an employee cannot be terminated for "whistleblowing," i.e. "reporting wrongdoing or violations of law to superiors or third parties." *Margiotta v. Christian Hosp. Ne. Nw.*, 315 S.W.3d 342, 346 (Mo. 2010) (en banc). This exception "explicitly recognizes that an employee's superiors can constitute the proper authority to whom to blow the whistle and that an employee who is fired for informing his superiors of wrongdoing by other employees is entitled to bring suit."

1 **321. Boyle v. Vista Eyewear, Inc. 700 S.W.2d 859 (Mo. Ct. App. 1985)**

2
3 Holding that the plaintiff can base public policy on refusing to violate F.D.A. regulation
4 “B. “Public Policy” The public policy exception is a narrow exception to the at-will employment
5 doctrine. It provides that an at-will employee who has been discharged by an employer in
6 violation of a clear mandate of public policy has a cause of action against the employer for
7 wrongful discharge.
8

9 **321.1.** “Public policy” is that principle of law which holds that no one can
10 lawfully do that which tends to be injurious to the public or against the public good. *Browner v.*
11 *Browner*, [327 S.W.2d 808, 812](#) (Mo. 1959) (en banc); *Dille v. St. Luke's Hospital*, [355 Mo. 436,](#)
12 [196 S.W.2d 615, 620](#) (1946). It finds its sources in the state constitution, *In re Rahn's Estate*, [316](#)
13 [Mo. 492, 291 S.W. 120, 123](#) (Mo. 1927), *cert. denied*, 274 U.S. 745, 47 S.Ct. 591, 71 L.Ed. 1325
14 (1927); in the letter and purpose of a constitutional, statutory or regulatory provision or scheme,
15 *Parnar v. Americana Hotels, Inc.*, [65 Haw. 370, 652 P.2d 625](#) (1982); *Nye v. Department of*
16 *Livestock*, [196 Mont. 222, 639 P.2d 498, 502](#) (1982); *Adler v. American Standard Corporation*,
17 [291 Md. 31, 432 A.2d 464, 472](#) (1981); in the judicial decisions of the state and national courts,
18 *Browner v. Browner*, at 812; *In re Rahn's Estate*, [291 S.W. at 123](#); *Lucas v. Brown Root, Inc.*,
19 [736 F.2d 1202, 1205](#) (8th Cir. 1984); in “the constant practice of the government officials,”
20 *United States v. Trans-Missouri Freight Association*, [166 U.S. 290, 340, 17 S.Ct. 540, 558, 41](#)
21 [L.Ed. 1007](#) (1897), (quoted with approval in *In re Rahn's Estate* [291 S.W. at 123](#)); and, in certain
22 instances, in professional codes of ethics, *Pierce v. Ortho Pharmaceutical Corp.*, [84 N.J. 58, 417](#)
23 [A.2d 505, 512](#) (1980). The at-will employment doctrine itself is judicially enunciated public
24 policy. In this case the public policy alleged to have been violated is set out in the federal Food
25 and Drug Administration's regulation found in [21 C.F.R. § 801.410](#).”
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2 “C. *The Public Policy Exception Cases* The most recent converts to the public policy exception
3 to the at-will employment doctrine are the Supreme Court of Texas in *Sabine Pilot Service, Inc.*
4 *v. Hauck*, [687 S.W.2d 733](#) (Tex. 1985), and the North Carolina Court of Appeals in *Sides v.*
5 *Duke Hospital*, [74 N.C. App. 331](#), [328 S.E.2d 818 \(1985\)](#). In *Hauck*, the plaintiff, a deckhand for
6 Sabine, alleged that he was told that one of his daily duties was to pump the bilges of the vessel
7 on which he worked. He observed a placard posted on the vessel that warned that pumping the
8 bilges into the water was illegal under federal law, and his call to the Coast Guard confirmed that
9 warning. Accordingly, he refused to pump the bilges into the water and was fired for his refusal.
10 The trial court rendered summary judgment for Sabine. The court of appeals reversed. The
11 Supreme Court held, at 735, that public policy, as expressed in the laws of this state and the
12 United States which carry criminal penalties, requires a very narrow exception to the
13 employment-at-will doctrine. . . . That narrow exception covers only the discharge of an
14 employee for the sole reason that the employee refused to perform an illegal act.
15 The *Hauck* decision is representative of only one kind of case under the public policy exception.
16 Those cases deal with employees fired because they declined to obey directions to commit a
17 crime or to act contrary to public policy. The seminal case is *Petermann v. International*
18 *Brotherhood of Teamsters*, [174 Cal.App.2d 184](#), [344 P.2d 25 \(1959\)](#), in which plaintiff, a
19 business agent for a union local refused his supervisor's directive to commit perjury before a
20 legislative committee and was, therefore, fired. The court held that he had a cause of action.
21 Likewise, in *Magnan v. Anaconda Industries, Inc.*, [193 Conn. 558](#), [479 A.2d 781, 791 \(1984\)](#), an
22 at-will employee was held to have a cause of action for retaliatory discharge where he alleged
23 that he had been discharged for refusing to sign a false statement that the defendant knew to be
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untrue. Other cases in this category include the recently decided case of *Sides v. Duke Hospital*,
supra, [328 S.E.2d 818, 826-27](#) (no employer has the right, notwithstanding the at-will
 employment doctrine, to fire an employee and deprive him of his livelihood without civil
 liability because he refuses to testify untruthfully or incompletely in a court case); *Delaney v.*
Taco Time International, Inc., [297 Or. 10, 681 P.2d 114, 118 \(1984\)](#) (employer is liable for
 wrongfully discharging employee because he refused to sign the potentially defamatory
 statement in violation of his societal obligation imposed by Oregon law); *Lucas v. Brown*, [736](#)
[F.2d 1202, 1205](#) (8th Cir. 1984) (construing Arkansas law to hold that a woman fired for refusal
 to prostitute herself by sleeping with her foreman should not be penalized for refusing to do what
 the law forbids); *Kalman v. The Grand Union Co.*, [183 N.J.Super. 153, 443 A.2d 728, 730](#)
[\(1982\)](#) (a pharmacist fired for refusal to disobey a state board of pharmacy regulation, thereby
 jeopardizing his own license, was held discharged in violation of a clear mandate of public
 policy); *Tameny v. Atlantic Richfield Co.*, [27 Cal.3d 167, 164 Cal.Rptr. 839, 844, 610 P.2d 1330,](#)
[1335 \(1980\)](#) (employee discharged for refusing to engage in price cutting in violation of antitrust
 law and a consent decree, "grossly illegal and unlawful acts"); *Trombetta v. Detroit, Toledo*
Ironton Railroad Co., [81 Mich. App. 489, 265 N.W.2d 385, 388 \(1978\)](#) (where employee refused
 to manipulate and adjust sampling results used in pollution control reports filed under state law, a
 clear violation of law, and was for that reason fired, he has a cause of action); *O'Sullivan v.*
Mallon, [160 N.J.Super. 416, 390 A.2d 149, 150 \(1978\)](#) (petition alleging that defendants fired
 plaintiff for refusing to perform catheterizations in violation of state law that authorized only
 licensed doctors and nurses to perform that procedure states a cause of action; this "rule is
 especially cogent where the subject matter is the administration of medical treatment, an area in
 which the public has a foremost interest. . . ."). Another category of public policy exception cases

1 involves employees who report wrongdoing or violations of law or public policy by their
2 employers or fellow employees. The latest such case is *Brown v. Physicians Mutual Insurance*
3 *Co.*, [679 S.W.2d 836](#) (Ky.App. 1984), in which plaintiff, a secretary for the defendant insurance
4 company, noticed procedural irregularities and improper conduct on the part of the salesman.
5 She reported her misgivings to her supervisor and attempted to report them to the state insurance
6 commission. She sued, alleging that the company fired her for her efforts. The court of appeals
7 held that public policy required that employees report violations of the insurance code to the
8 state authorities, and an employee who claims that he was fired contrary to that policy states a
9 cause of action for wrongful discharge. In *McQuary v. Bel Air Convalescent Home, Inc.*, [69 Or.](#)
10 [App. 107](#), [684 P.2d 21, 23 \(1984\)](#), the plaintiff alleged that she was fired for threatening to report
11 to the state health division violations of a nursing home patient's rights under the Oregon Nursing
12 Home Patient's Bill of Rights. The court held that the plaintiff had a duty to report violations
13 analogous to the duty to serve on a jury or to avoid defamation. A discharge of an at-will
14 employee for reporting a violation of the state's policy to the proper authority would be a
15 discharge for fulfilling a societal obligation and would be actionable. Another such case is
16 *Palmateer v. International Harvester Co.*, [85 Ill.2d 124](#), [52 Ill.Dec. 13, 15-17](#), [421 N.E.2d 876](#),
17 [878-80 \(1981\)](#). There a managerial employee was fired for supplying information to a local law
18 enforcement agency that an International Harvester employee might be involved in a violation of
19 the criminal code and for agreeing to assist in the investigation and the trial of the employee.
20 Recognizing plaintiff's right of action for retaliatory discharge, the court held (at 878) that
21 "[w]hen a discharge contravenes public policy in any way the employer has committed a legal
22 wrong. However, the employer retains the right to fire workers at will in cases `where no clear
23 mandate of public policy is involved' (*Leach v. Lauhoff Grain Co.*, (1977), [51 Ill.App.3d 1022](#),
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1 [1026](#), [9 Ill. Dec. 634](#), [366 N.E.2d 1145](#))." The Illinois court also held ([52 Ill.Dec. at 16-17](#), [421](#)
 2 [N.E.2d at 879-80](#)) that no public policy [is] more important or more fundamental than the one
 3 favoring the effective protection of the lives and property of citizens. . . .
 4 No specific constitutional or statutory provision requires a citizen to take an active part in the
 5 ferreting out and prosecution of crime, but public policy nevertheless favors citizen
 6 crimefighters. . . .

8 **321.2.** Continuing, the court said (at 880), "The foundation of the tort of
 9 retaliatory discharge lies in the protection of public policy, and . . . a clear public
 10 policy favor[s] investigation and prosecution of criminal offenses." ")
 11 ("Among the most frequently cited cases is *Sheets v. Teddy's Frosted Foods, Inc.*, [179 Conn.](#)
 12 [471](#), [427 A.2d 385](#), [387-89 \(1980\)](#), in which Sheets complained that he was fired from his job as
 13 quality control director and operations manager for reporting to his supervisors deviations from
 14 defendant's standards and labels ")
 15 ("in that some vegetables were substandard and some meat components underweight. Such
 16 deviations resulted in false or misleading labels that violated the Connecticut Uniform Food,
 17 Drug and Cosmetic Act. The court sustained plaintiff's petition, holding that "[n]o case has been
 18 called to our attention in which, despite egregiously outrageous circumstances, the employer's
 19 contract rights have been permitted to override competing claims of public policy," *Id.* [427](#)
 20 [A.2d at 387](#). The court added (at 388) "that the myriad of employees without the bargaining
 21 power to command employment contracts for a definite term are entitled to a modicum of
 22 judicial protection when their conduct as good citizens is punished by their employers." ")

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 27 *Conclusion :-* Although employers generally are free to discharge at-will employees with or
 28 without cause at any time, they are not free to require employees, on pain of losing their jobs, to
 Page - 157 - of 287 COMPLAINT Madhuri Trivedi v. General Electric et al.

1 commit unlawful acts or acts in violation of a clear mandate of public policy expressed in the
 2 constitution, statutes and regulations promulgated pursuant to statute. The at-will employment
 3 doctrine does not depend upon the employer having such a right. The employer is bound to know
 4 the public policies of the state and nation as expressed in their constitutions, statutes, judicial
 5 decisions and administrative regulations, particularly, as here, those bearing directly upon the
 6 employer's business.
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8
 9 322. As many of the decided cases illustrate, the burden of the at-will
 10 employment doctrine seems to be falling most heavily and harshly upon professional and upper
 11 and middle level employees. They have the least protection. Most are at-will employees and few
 12 have job security through union or individually negotiated contracts. They have the most to lose,
 13 frequently being the long-term employees who have the greatest responsibility and substantial
 14 investment in and the highest expectations from their careers. Often they are at an age when
 15 replacement of their life and medical insurance programs and their retirement plans are difficult
 16 or impossible. They are the most vulnerable to the improper demands of employers who find it
 17 profitable to take chances with anti-trust and consumer fraud violations, environmental pollution,
 18 health-related misconduct, defense procurement fraud, and the like. The at-will employment
 19 doctrine does not include, contemplate or require a privilege in the employer to subject its
 20 employees to the risks of civil and criminal liability that participation in such activities entails.
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 22
 23

24 ***Boyle v. Vista Eyewear, Inc.*, 700 S.W.2d 859, 878 n.12 (Mo. Ct. App. 1985)**

25 **("Examples of such employees are found in the following cases: *Thompson v. St.***

26 ***Regis Paper Co.*, 102 Wn.2d 219, 685 P.2d 1081 (1984)** (division controller; 17 years

27 with the company); *Wheeler v. Caterpillar Tractor Co.*, 123 Ill. App.3d 539, 78 Ill.Dec.

1 [908](#), [462 N.E.2d 1262 \(1984\)](#) (radiation testing employee; 24 years with company);
 2 *Brockmeyer v. Dun Bradstreet*, [113 Wis.2d 561](#), [335 N.W.2d 834 \(1983\)](#) (Wisconsin
 3 district manager, credit service; 11 years with the company); *Meredith v. C.E. Walther*,
 4 *Inc.*, [422 So.2d 761](#) (Ala. 1982) (personnel director and in-house attorney; 6 years with
 5 the company); *Suchodolski v. Michigan Consolidated Gas Co.*, [412 Mich. 692](#), [316](#)
 6 [N.W.2d 710 \(1982\)](#) (senior auditor; 4 years with the company); *Cloutier v. Great*
 7 *Atlantic Pacific Tea Company, Inc.*, [121 N.H. 915](#), [436 A.2d 1140 \(1981\)](#) (store
 8 manager; 38 years with the company); *Adler v. American Standard Corp.*, [291 Md.](#)
 9 [31](#), [432 A.2d 464](#) (Md. 1981) (assistant general manager of printing division at
 10 \$60,000 per year; 3 years with the company); *Palmateer v. International Harvester*
 11 *Co.*, [85 Ill.2d 124](#), [52 Ill.Dec. 13](#), [421 N.E.2d 876 \(1981\)](#) (management position; 16
 12 years with the company); *Mau v. Omaha National Bank*, [207 Neb. 308](#), [299 N.W.2d](#)
 13 [147 \(1980\)](#) (supervisor of mail room; participant in retirement program, profit-
 14 sharing plan and receiving health insurance benefits from bank; 28 years with the
 15 bank); *Pierce v. Ortho Pharmaceutical Corp.*, [84 N.J. 58](#), [417 A.2d 505 \(1980\)](#)
 16 (medical doctor, director of medical research/therapeutics; 4 years with the
 17 company); *Tamney v. Atlantic Richfield Co.*, [27 Cal.3d 167](#), [164 Cal.Rptr. 839](#), [610](#)
 18 [P.2d 1330 \(1980\)](#) (retail sales representative; 15 years with the company); *Keneally v.*
 19 *Orgain*, [186 Mont. 1](#), [606 P.2d 127 \(1980\)](#) (account manager; 7 years with the
 20 company); *Sheets v. Teddy's Frosted Foods, Inc.*, [179 Conn. 471](#), [427 A.2d 385 \(1980\)](#)
 21 (quality control director and operations manager; 4 years with the company);
 22 *Harless v. First National Bank in Fairmont*, [162 W. Va. 116](#), [246 S.E.2d 270 \(1978\)](#)
 23 (office manager of bank's consumer credit department; 9 years with the bank); and
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1 ***Roberts v. Atlantic Richfield Co.*, 88 Wn.2d 887, 568 P.2d 764 (1977) (en banc) (lower**
 2 **mid-management employee with supervisory duties; 16 years with the company).”)**

3
 4 323. Accordingly, where an employer has discharged an at-will employee because that
 5 employee refused to violate the law or any well established and clear mandate of public policy as
 6 expressed in the constitution, statutes and regulations promulgated pursuant to statute, or because
 7 the employee reported to his superiors or to public authorities serious misconduct that constitutes
 8 violations of the law and of such well established and clearly mandated public policy, the
 9 employee has a cause of action in tort for damages for wrongful discharge.
 10
 11

12
 13 324. **House passed bill in July 2019 and bipartisan bill**
 14 **introduced in senate September 2019 for Dodd-Frank**
 15 **securities fraud protections from retaliation to**
 16 **employees who report internally to company as well.**

17
 18 324.1. **Senate Bill -Whistleblower Programs Improvement**
 19 **Act (S.2529)**

20 Like the House bill, the Senate bill would effectively reverse the Supreme Court decision in
 21 *Digital Realty Trust Inc. v. Somers*, which interpreted the Dodd-Frank securities fraud law as
 22 only protecting whistleblowing to disclosures to the Securities and Exchange Commission
 23 (SEC), not disclosures to the responsible officials in the whistleblower’s company. According to
 24 a report by the Ethics & Compliance Initiative, 97% of corporate employees blow the whistle
 25 internally first. Under S. 2529, whistleblowers who come forward with evidence of potential
 26 securities and commodities violations are protected from retaliation regardless of whether they
 27 report the violations within their companies or to the SEC. (
 28

<https://www.whistleblowers.org/news/bipartisan-whistleblower-protection-bill-would-strengthen-law-enforcement-efforts-against-securities-and-commodities-fraud/>)

324.2. **House bill**

H.R.2515 - Whistleblower Protection Reform Act of 2019

116th Congress (2019-2020) | [Get alerts](#)

BILL

[Hide Overview](#) ✕

Sponsor: [Rep. Green, Al \[D-TX-9\]](#) (Introduced 05/03/2019)

Committees: House - Financial Services | Senate - Banking, Housing, and Urban Affairs

Committee Meetings: [05/08/19 2:00PM](#)

Latest Action: Senate - 07/10/2019 Received in the Senate and Read twice and referred to the Committee on Banking, Housing, and Urban Affairs. ([All Actions](#))

Roll Call Votes: There has been [1 roll call vote](#)

Tracker:

Introduced

Passed House

Passed Senate

To President

Became Law

<https://congress.gov/bill/116th-congress/house-bill/2515>

Text: H.R.2515 — 116th Congress (2019-2020)

Referred in Senate (07/10/2019)

116th CONGRESS

1st Session

H. R. 2515

IN THE SENATE OF THE UNITED STATES

July 10, 2019

Received; read twice and referred to the Committee on Banking, Housing, and Urban Affairs

AN ACT

To amend the Securities and Exchange Act of 1934 to amend the definition of whistleblower, to extend the anti-retaliation protections provided to whistleblowers, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. Short title.

This Act may be cited as the “Whistleblower Protection Reform Act of 2019”.

SEC. 2. Whistleblower.

Section 21F of the Securities Exchange Act of 1934 ([15 U.S.C. 78u-6](#)) is amended—

(1) in subsection (a)(6)—

(A) by striking “(6) Whistleblower.—The term” and inserting the following:

“(6) WHISTLEBLOWER.—

“(A) IN GENERAL.—The term”; and

(B) by adding the following new subparagraph at the end:

“(B) SPECIAL RULE.—Solely for the purposes of subsection (h)(1), the term ‘whistleblower’ shall also include any individual who takes an action described in subsection (h)(1)(A), or two or more individuals acting jointly who take an action described in subsection (h)(1)(A).”; and

(2) in subsection (h)(1)(A)—

(A) in clause (ii), by striking “or” at the end;

(B) in clause (iii), by striking the period at the end and inserting “; or”; and

(C) by adding at the end the following:

“(iv) in providing information regarding any conduct that the whistleblower reasonably believes constitutes a violation of any law, rule, or regulation subject to the jurisdiction of the Commission to—

“(I) a person with supervisory authority over the whistleblower at the whistleblower’s employer, where such employer is an entity registered with or required to be registered with the Commission, a self-regulatory organization, or a State securities commission or office performing like functions; or

“(II) such other person working for the employer described under subclause (I) who has the authority to investigate, discover, or terminate misconduct.”.

1 Passed the House of Representatives July 9, 2019.

2 On March 27, 2019, the U.S. Supreme Court issued its decision in *Lorenzo v. SEC*,^[i] affirming
3 the expansive view of the U.S. Securities and Exchange Commission (“SEC” or “Commission”) that, under the right circumstances, sending out false or misleading statements alone can create
4 liability not just for fraudulent misrepresentations under Rule 10b-5(b) of the Securities
5 Exchange Act of 1934 (“Exchange Act”) but a fraudulent scheme under Rule 10b-5(a) and (c) as
6 well.
7
8

9 FIRST CAUSE OF ACTION

10 SECURITIES EXCHANGE ACT OF 1934, 15U.S.C. 78j(b), AND 17 C.F.R. 240.10b-5

11
12 325. Plaintiff realleges, reasserts, and incorporates by reference the facts and
13 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
14 currently unknown.
15

16 326. Cases that held misleading product and service information to be the basis
17 for Rule 10b-5 liability include *Warshaw v. Xoma*, 74 F.3d 955 (9th Cir. 1996); *In re Apple*
18 *Computer Sec. Litig.*, 886 F.2d 1109 (9th Cir. 1989); and *In re Carter-Wallace Sec. Litig.*, 150
19 F.3d 153 (2d Cir. 1988).
20
21

22 327. As SEC Chairman Clayton noted in his September 20, 2017 public statement,

23
24 “Cybersecurity vulnerabilities can result in denials of service and the destruction
25 of systems, “loss or exposure of consumer data, theft or exposure of intellectual
26 property, and investor losses resulting from the theft of funds or market value
27 declines in companies subject to cyberattacks.” Protecting employees who
28

1 **report information security deficiencies is critical to enabling companies to**
 2 **detect cybersecurity threats that may otherwise go undetected.**

3
 4
 5 328. 17 C.F.R. § 229.303(a)(3)(ii); *see also* Donald C. Langevoort & G. Mitu Gulati,
 6 *The Muddled Duty to Disclose Under Rule 10b-5*, 57 Vand. L.Rev. 1639, 1680
 7 (2004). It follows that Item 303 imposes the type of duty to speak that can, in
 8 appropriate cases, give rise to liability under Section 10(b).

9 329. "an omission is actionable under the securities laws when the corporation is
 10 subject to a duty to disclose the omitted facts." *In re Time Warner Inc. Sec. Litig.*, [9 F.3d 259](#),
 11 267 (2d Cir.1993); *see Glazer v. Formica Corp.*, [964 F.2d 149](#), 157 (2d Cir.1992). Such a duty
 12 may arise when "statute or regulation requiring disclosure," or a corporate statement that would
 13 otherwise be "inaccurate, incomplete, or misleading." *Glazer*, 964 F.2d at 157 (quoting *Backman*
 14 *v. Polaroid Corp.*, [910 F.2d 10](#), 12 (1st Cir.1990) (en banc)); *accord Oran v. Stafford*, [226 F.3d](#)
 15 [275](#), 285-86 (3d Cir.2000).

16
 17 330. As required elements of those filings, Item 303 disclosures "give GE investors an
 18 opportunity to look at the registrant through the eyes of management by providing a historical
 19 and prospective analysis of the registrant's financial condition and results of operations. Due to
 20 the obligatory nature of these regulations, a reasonable investor would interpret the absence of an
 21 Item 303 disclosure to imply the nonexistence of "known trends or uncertainties

22
 23
 24 331. Trivedi allege that as per SEC rule 10b(5) ;GE's failure to make adequate
 25 disclosures under

- ✓ **Cybersecurity risks, Regulation SK Item 503** (17 CFR § 229.503-Prospectus summary and risk factors),
- ✓ **Management discussion of cybersecurity issues under Regulation S-K Item 303**
- ✓ Material weaknesses in internal controls under SOX Sections 302 and 404 addressing cybersecurity
- ✓ *GE failing to disclose cyber security, information security issues, 465 critical defects could be committing shareholder fraud or violating SEC rules relating above items*
- ✓ *InsiteEXC issues that materially affect the operations.*

may serve as basis for a Section 10(b) claim against GE.

332. GE as a public company required to address cybersecurity issues in its public filings pursuant to its requirement to disclose significant risks to its business. If in doing so GE (“company”) omits known, actual threats, it may violate the securities laws. See *Matrixx Initiatives, Inc. v. Siracusano*, 131 S.Ct. 1309 (2011) –

333. Regulation S-K prescribes certain disclosures that a corporation must include in its public filings, such as its annual report (10-K) and its quarterly report (10-Q).⁴ Item 503(c) of SEC Regulation S-K requires a corporation to disclose risk factors and discuss the most significant factors that make an offering speculative or risky (17 C.F.R. Part 229.503(c) – company may violate SEC Rule 10b-5 when making public disclosures if it misstates or omits a material fact See 17 C.F.R. § 240.10b-5 – that’s what GE did for its 465 defects, shity InsiteEXC and cybersecurity issues.

334. In relevant part, the rule states: “It shall be unlawful for any person ... [t]o make

1 any un true statement of a material fact or to omit to state a material fact necessary in order to
2 make the statements made, in the light of the circumstances under which they were made, not
3 misleading...in connection with the purchase or sale of any security.”

4 335. GE publicly dismissed reports Scott Erven submitted in 2015 in –Forbes news
5 article .
6

7 336. Vulnerable Breasts And Brains? Cancer Scan Tech Has Terrible Password
8 Security [https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-](https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-breasts/#62a219406b5a)
9 [breasts/#62a219406b5a](https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-breasts/#62a219406b5a) July 10 2015
10

11
12 bones. But what if the humans who created those technologies didn’t secure
13 them properly from outside tampering, potentially leaving patients open to
14 dangerous doses of radiation? A researcher has uncovered a wide range of
15 X-Ray and CT (computerised tomography) technology that appears to be
16 vulnerable. And it's that old problem, the use of poor passwords, that's to
17 blame.

18
19 Looking through reams of publicly accessible documentation, researcher
20 Scott Erven, from consulting firm Protiviti, discovered that one of the
21 biggest medical device providers in the world, GE Healthcare , had pushed
22 out a large number of nuclear imaging machines with weak default
23 credentials. These included the Discovery NM750b, a dedicated breast
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1 Erven told GE about the issues back in August last year, before informing
2 the US government-funded Industrial Control System Computer Emergency
3 Response Team TISI +0% (ICS-CERT). He is unsure whether GE is going to
4 address the problems, saying the company's response was to say they were
5 just default passwords and could be changed. But Erven said in some cases
6 the documentation specifically asked the user not to change default
7 passwords, as it may prevent GE services providing support. Erven often
8 found it hard to find any information from GE on how to change passwords.

9 "GE Healthcare's general recommendation is that customers should change
10 default passwords on their healthcare devices wherever possible to increase
11 the protection and security of their medical systems, and guidance is
12 provided in device documentation," a GE Healthcare spokesperson said.

13 "It is important for our customers to decide on the levels of security they
14 place on all their medical technology to ensure availability for their care
15 needs as it will depend on how the devices are used in a hospital setting. GE
16 Healthcare significantly invests in privacy and security and will continue
17 staff training to support our customers."
18

19 The dangers of an attack on nuclear imaging technology are patent. First,
20 there's the risk that private data, literally data from under people's skin,
21 could be stolen, as well as any other patient information stored on the
22 affected machine. Second, if the configuration can be changed and the
23 dosing increased, there's a physical threat, according to Erven.

24 **Nuclear imaging** sees patients exposed to ionizing radiation, where particles
25 penetrate tissue to map out the innards of the body. Such radiation can
26 damage DNA and high doses might increase the risk of cancer.
27

1 337. Section 10(b)'s materiality requirement is satisfied when there is "a substantial
2
3 likelihood that the disclosure of the omitted fact would have been viewed by the reasonable
4 investor as having significantly altered the 'total mix' of information made available."

5
6 338. Sales information online for medical devices and public press release----and
7 elsewhere where GE omitted and misstated /failed to disclose any Insite issues/facts/truth --
8 instead bolstered it .youtube video (EXHIBIT 17).

9 339. *Web content inadvertently be considered an offer to sell or solicitation to buy*
10 *Securities.*

11 340. **The SEC has acknowledged the role of company websites and social media**
12 **platforms in communicating with investors (e.g., for purposes of Regulation Fair**
13 **Disclosure, or "Regulation FD")**

14
15 *According to the SEC in the May 2000 Release (see Section II(B)(1)), a company may be*
16 *subject to the antifraud provisions of the federal securities laws for any page on its*
17 *website if the page "reasonably could be expected to reach investors or the securities*
18 *markets regardless of the medium through which the statements are made, including the*
19 *Internet."*
20

21
22 341. A company should assume that all or substantially all of its web content may
23
24 expose it to liability under the securities laws. Material misstatements or omissions in web
25 content may be violations of Rule 10b-5 under the Securities Exchange Act of 1934. In addition,
26 as the definition of the term "offer" in Section 2(a) of the Securities Act of 1933 is interpreted
27
28

1 broadly, many web pages, including web pages intended to serve market or promotional
 2 functions, might be considered to contain an offer under the Securities Act.

3
 4 342. *As per (<https://www.investopedia.com/terms/s/sec-form-def-14a.asp>)*
 5 *SEC Form DEF 14A is most commonly used in conjunction with an annual meeting*
 6 *proxy. The form should provide security holders with sufficient information to allow them*
 7 *to make an informed vote at an upcoming security holders' meeting or to authorize a*
 8 *proxy to vote on their behalf. Proxy statement it discloses material matters of the*
 9 *company relevant for soliciting shareholder votes and final approval of nominated*
 10 *directors as in DEF 14A.*

11
 12 *Form DEF 14A is often overlooked by the average investor. It contains key details on*
 13 *corporate governance, listed in the next section, that are scrutinized assiduously by*
 14 *activist and like-minded investors. The proxy statement helps shareholders understand*
 15 *corporate governance practices when it comes time to cast their votes for the proposed*
 16 *items. Lifting the Veil on Corporate Governance Practices*
 17
 18 *SEC Form DEF 14A is a shareholder's main document to understand the composition of*
 19 *the board of directors and how they oversee management of the company. The board is*
 20 *responsible for the formation and running of committees-- Activist investors serve an*
 21 *important function in speaking up when they find certain corporate governance practices*
 22 *objectionable.*

23
 24 343. If GE would have disclosed InsiteEXC material information ; it would have given
 25 GE shareholders including activist investor; TRUE STORY and STATE about their
 26 connectivity which ; Jeff Immelt and Still today GE is making multi billion bet.It
 27 would have made investors take into consideration HIGH STAKE and RISKS<
 28

LIABILITIES that connecting GE assets to internet brings and it's history, corporate culture about these issues, mindset. It is clearly shows how serious GE and it's management is. Cyber Security researchers have also shown concerns.

344. To best of plaintiff's knowledge and search using -EDGAR Search Tools on SEC.gov website; searching GE's public filing with SEC including since 2007 to 2018;type of filings 10-Q, 10-K, 8-K, DEF 14-A...

✓ Also in SEC filings dated 2013 till date;it shows that GE painted ROSY picture , look trendy and cool--of it's digital solutions (Internet of Things platform where Jeff Immelt put billions). Mentioned that "it's market is up to \$8 billion and wants everybody using it" as stated in 8-K form; but totally failed to consider RISKS, liability --even that putting many GE assets such as (Trivedi worked on jenbacher gas engines -- internet of things platform in Boston)—Because many GE assets are age OLD, due to several limitations of computing processing power, procesing memory available, unable to get cyber security patches and upgrades due to these reasons.. This is misleading given that GE has lessons to be learned from INSITE EXC where GE recklessly connected medical devices on internet...Making cyber security vulnerabilities FOOTPRINT wider and Broader.

✓ GE DEF 14A --annual reports from 2012, 2014,2011,2013 has no mention of broken InsiteEXC(period realted to Trivedi's employment and arbitration)

✓ Also ---but intentionally not disclosing that still their CYBERSECURITY for these connected devices (upto 2018 government DHS alert)is in STONEAGE (EXHIBIT 1) ; vulnerable to hack, exploit and manipulation by a LOW SKILLED person(anyone with a low skill could hack and attack, take full control of medical device, stop device from functioning, change setting and more of such attack vector) which GE knew since 2014..But never made it

1 public, nor filed any SEC filing in terms of 10-K, 10-Q, 8-K, DEF 14-A. No mention in **Item 7.**
 2 **Management's Discussion and Analysis of Financial Condition and Results of Operations,**
 3 **SIGNIFICANT TRENDS & DEVELOPMENTS MD &A, Forward-Looking Statements, "Risk**
 4 **Factors"** , Item 7 operations.. Forward-Looking Statements" in BHGE's most recent earnings
 5 release or SEC filings; and● the other factors that are described in "Risk Factors"

7 345. *****

8
 9 346. To best of plaintiff's knowledge and search using -EDGAR Search Tools on
 10 SEC.gov website; searching GE's public filing with SEC
 11 Filing 10-K - For year 2007 ,2008,2009,2010,2011,2012,2013,2014,2015,2016 mentions
 12 INSITEEXC as follow

13 Item 7 operations..SIGNIFICANT TRENDS & DEVELOPMENTS MD&A

14 Healthcare SEGMENT - Our product services include remote diagnostic and repair
 15 services for medical equipment manufactured by GE and by others, as well as
 16 computerized data management and customer productivity services.
 17

18 OR

19 Healthcare systems also offers product services that include remote diagnostic and repair
 20 services for medical equipment manufactured by GE and by others.
 21

22 347. But GE's omission of facts pertaining to an actual, known risk since 2007 about
 23 InsiteEXC cybersecurity vulnerabilities and Scott Erven's hacking exploit report from
 24 2014, my internal reports from 2011 to 2013 to GE and later in 2014 during
 25 arbitration, and even when I sent email to Mr. Flannery in 2017
 26

27 violate the requirements of Regulation S-K Item 303 and Rule 10b-5.
 28

1 348. Thus, reporting an information security issue that contradicts or undermines the
2
3 company's management discussion and analysis of cybersecurity is protected under SOX, Dood
4 Frank act.

5
6 349. All of these filings 10-Q, 10-K, 8-K, DEF 14-A has no mentioning about cyber
7
8 security before and since Madhuri was doing mediation/ arbitration in 2013 /2014—2015 DEF
9 14A says they care paying attention to cybersecurity in GENERAL while no mention of
10 InsiteEXC ..I am glad that I became a catalyst/inspiration for GE to atleast at general level add
11 cybersecurity word in their filings.

12
13 350. GE knowingly never released patch nor made press release/public disclosure nor
14
15 SEC filing about Icert /DHS alert about security vulnerabilities related to Scott Erven nor me nor
16 all issues related to insiteexc....so these two are contradictory and shows that GE conspired
17 ,played with regulators and investors, public by saying something and doing something
18 else...because after reading DEF 14 A it looks nice that how GE is doing in digital world –
19 internet of things –but at the same time have not addressed and kept public vulnerable to hacking
20 attacks; and in effect CIRCA STONEAGE.

21
22 351. Later in 2016- 2017 filings GE included generic disclosures in their management
23
24 discussion and analysis about cybersecurity issues that could materially affect the corporation's
25 financial condition and operations.

26
27 ✓ On top of all these Sachin Kendale who wrote code that took 40 minutes to load 1000
28

1 medical devices on a webpage; was never able to solve issues and support related to InsiteEXC
 2 customers and PRODUCTION; who lacked technical competency ;as per LinkedIn –in 2018
 3 Sachin has been promoted to Senior engineering manager (Sachin holds one bachelor in
 4 engineering from India) and architect driving GE’s PREDIX –internet of things. Putting
 5 incompetent people who lack expertise and passion for cybersecurity is a “RECIPE FOR
 6 DISASTER”...Also GE sending a message that if you keep your mouth shut (unlike Plaintiff
 7 Trivedi); we give “TROPHY to the LOOSERS”
 8

9
 10 352. Misleading statements or omissions of fact are included in forward-looking
 11 statements, the corporation GE may not be insulated. Required forward-looking
 12 disclosure including totality of the company activity."

13 353. As GE made NO mention of cybersecurity vulnerabilities till date in its public
 14 Filings.
 15

16 354. GE violate Sections 302 and 404 of the Sarbanes-Oxley Act as it fails to disclose
 17 material weaknesses in its internal controls related to information security. From 2007 to 2014
 18 till Trivedi’s arbitration ; GE had not mentioned such cybersecurity related controls and it’s
 19 weakness. Section 404 of SOX requires a corporation to assess the effectiveness of its internal
 20 controls in its annual reports, and an outside auditing firm must evaluate that assessment.
 21 Material weaknesses in those internal controls must be identified. 15 U.S.C. § 7213
 22
 23

24 355. 15 U.S.C. § 7213(a)(2)(A)(iii)(III)a description, at a minimum, of material
 25 weaknesses in such internal controls, and of any material noncompliance found on the basis of
 26 such testing.
 27
 28

1
2 356. Section 302 of SOX requires a corporation's CEO and CFO to personally certify
3 the accuracy and completeness of financial reports, and they must assess and report
4 on the effectiveness of internal controls around financial reporting.(16 15 U.S.C. §
5 7241)
6

7
8 357. All these years from 2007 to 2014 (Jeff Immelt certify) and later upto 2018 other
9 CEO including Jeff Immelt.
10

11 *****
12

13 358. (*In re Harman Int'l Indus., Inc. Securities Litigation*, 791 F.3d 90 (D.C. Cir.
14 June 23, 2015) – [https://www.cadc.uscourts.gov/internet/opinions.](https://www.cadc.uscourts.gov/internet/opinions.nsf/1B7208ADC298E6C985257E6D00539C76/$file/14-7017-1559106.pdf)
15 [nsf/1B7208ADC298E6C985257E6D00539C76/\\$file/14-7017-1559106.pdf](https://www.cadc.uscourts.gov/internet/opinions.nsf/1B7208ADC298E6C985257E6D00539C76/$file/14-7017-1559106.pdf).)
16

17 *In Harman, an electronics company made forward-looking statements that reflected*
18 *positively on its sales outlook. However, the plaintiffs alleged the company was aware of*
19 *historical facts strongly indicating that its sales prospects were less than stellar. In*
20 *holding that the plaintiffs' case could proceed, the court found that the company's*
21 *cautionary statements about the forward-looking information were not meaningful*
22 *because they were misleading in light of the historical facts. Because the company*
23 *warned of only general, unspecified risks that could affect its rosy outlook, but did not*
24 *disclose actual risks that had already manifested, the safe harbor would not apply to the*
25 *forward-looking statements. The court explained that a “warning that identifies a*
26
27
28

1 *potential risk, but 'implies] that no such problems were on the horizon even if a precipice*
 2 *was in sight, ' would not meet the statutory standard for safe harbor protection."*

3
 4
 5 359. **Insite Exc application in production** was vulnerable for online attacks and there
 6 were security issues. Madhuri reported (as frustrated internal customers and online engineers
 7 came to Madhuri , asking her help and opening support tickets) June 2012 that Insite Exc code
 8 needs to build with newer version with security update to address memory/online attack issue..
 9 **"Enable memory protection to help mitigate online attacks" which was required to be**
 10 **unchecked in settings in order to establish/install remote connectivity.** (EXHIBIT 30).

11
 12 360. Interesting is that given GE has enormous amount of money and resources; as
 13 shown in EXHIBIT 30 it used out of date ACTIVE X controls. ActiveX in itself poses several
 14 cyber securities threats and is not considered very good/ INSECURE PROTOCOL...Microsoft
 15 has stopped providing support to ActiveX ; It is considered DEPRICATED for SECURITY
 16 reasons too given it's attack vector..

17
 18 361. At GE; ActiveX controls were built without SECURITY update . ActiveX control
 19 were required to be built using Visual Studio C++ 2005 or higher and it was June
 20 2012(EXHIBIT 30)—It shows GE used old, out of date, STONEAGED cybersecurity
 21 components. Since 100 or so online engineers were stuck and were not able to establish remote
 22 connectivity due to this ActiveX issue...GE needed some quick fix...as I mentioned in the email
 23 running ActiveX and establishing connectivity —encounter compromise.

24
 25 362. The ActiveX security is designed on how USER of ActiveX chooses various
 26 SECURITY options and be a Cyberpolice for own usage of ActiveX.The ActiveX security
 27 model relied almost entirely on developers promising not to develop malware, Microsoft gave
 28

1 the creators the ability to sign their applications. These digital signature certificates are double-
2 checked and certified by services like VeriSign. Identified code would then run inside the web
3 browser with full permissions .(In Java, user can put only partial trust in a program, while
4 ActiveX requires either full trust or no trust at all.), meaning that any bug in the code was a
5 potential security issue; this contrasts with the sandboxing already used in Java. Java applets,
6 which perform many of the same functions as ActiveX controls, are heavily restricted as to how
7 they interact with a user's PC. Java applets can't erase files from a user's hard drive because it
8 uses "sandboxing ". ActiveX is not sandboxed at all. Once downloaded on a user's computer, the
9 ActiveX control becomes part of the operating system with the ability of tampering with every
10 piece of hardware and software on the machine.
11

12
13 363. Microsoft didn't restricting ActiveX's functions, Every time Internet Explorer
14 needs to download a new ActiveX control, it launches a pop-up window. It then asks the user if
15 wants to proceed. Then user, has to decide whether the ActiveX control is legitimate or a Trojan
16 Horse for nasty/malware code. Microsoft gave the creators the ability to sign their applications.
17

18 364. **A "good" plug-in or Good ActiveX program can also hurt. By accepting an**
19 **Active X program, user is trusting that the ActiveX program has no security-relevant bugs.**
20 **As we have seen so many times, systems that are meant to be secure often have bugs that**
21 **lead to security problems.** With ActiveX, this problem is made worse if you click the box
22 which accepts all programs signed by the same person (for example, if user accepts anything
23 signed by GE/Vendor). While one GE/vendor program may be secure, another one may have a
24 security-relevant bug.
25

26 365. This problem even applies to code written by own company for internal use aka
27
28

1 GE written ActiveX. Once the plug-in or program is installed in user browser, an external
2 attacker could write a Web page which used User's internal program ;bug passed it OWN data
3 which corrupted the program and took over USER's machine.

4 366. Trivedi suggested bandage-short term fix, security compromise and long term fix.

5 367. At GE "InsiteEXC" RAVIEWER was required to establish remote connectivity and
6 many times online engineers/internal customers had to download/re-download it as per settings.

7 368. GE architect Bill Barbiaux, architect Nate Davis, Lead systems designer Gregg
8 Stratton all three of them with with GE from 20 years, 30 years ,10 years respectively.
9 But None of three had any clue and were doing this from 2007, from 2009 and in 2012 received
10 plaintiff Trivedi's analysis and findings....

11 369. GE argument that they can't rebuild ActiveX with security update because ; they
12 bought huge chunk of InsiteEXC software/firmware code from company called "QUESTRA"
13 and Quesstra got bankrupt ; hence they don't have access to source code..So GE has to make new
14 connectivity platform from GROUND up...But Chris Hardimen-Program manager for GE
15 connectivity mentioned that it is not Quesstra gone out of business but GE's unwillingness to
16 spend some million dollars in fixing this..but GE bought Quesstra software in 2004 with major
17 update to that in 2007 and it was 2012 ; still they were sitting on pile of defects and cyber
18 security vulnerabilities; hoping and praying that nothing happens to their broken remote
19 connectivity platform while continuously & knowingly and after all this Trivedi talked—more
20 aggressively putting Insite on all kind of medical devices and selling it to customers
21 worldwide...

22 370. Even in new platform development which was no way near the end for years to
23
24
25

1 come even though Trivedi reported ActiveX securities; GE continued at that point to USE
2 ActiveX. After I left GE may have DROPPED or may not..I am not SURE as I did arbitration so
3 ;GE might have taken it seriously or might not..
4

5 371. GE's omission of facts pertaining to an actual, known risk could violate the
6 requirements of Regulation S-K Item 303 and Rule 10b-5. Thus, reporting an information
7 security issue that contradicts or undermines the company's management discussion and analysis
8 of cybersecurity could be protected under SOX.
9

10 372. **Another example InsiteEXC sends health and diagnostics information from**
11 **medical devices back to GE server. And on number of occasions; GE customers and online**
12 **engineers contacted Trivedi directly as no one from front line support team was resolving**
13 **their issues. As Trivedi got such a PANIC call where customer mentioned to TRIVEDI that**
14 **MRI COIL temperature that medical device sends back to GE server—it was having issue (**
15 **this problem was consistent for more than six months to year) because that data is**
16 **somewhere getting corrupted; 4 degree Celsius is showing 40 degree Celsius and vice versa.**
17 **He was concerned as this could affect GE to address issues on MRI machine from**
18 **SERVICE point of view.**
19
20

21 373. **Trivedi mentioned this MRI customer call to her reporting manager David**
22 **Mehring and instead of addressing this David started continually harassing Trivedi and asking**
23 **her to improve relationship skills.**

24 374. Plaintiff states that, to the best of her knowledge, "this false data related Insite2
25 has been reported "as accurate" by GE in wire communications such as the Internet.
26

27 375. Plaintiff also allege that GE "knowingly failed to comply with its Business Code
28

1 of Ethics, an internal control relied upon by both its auditors and shareholders," and that such
 2 failure "renders the signature of its Chairman of the Board and Chief Executive Officer on its
 3 annual report a violation of the Securities and Exchange Act and SOX.

4
 5 376. It also seems GE's failure to state on its Form DEF 14A filings anything related to
 6 InsiteEXC may be an omission of material fact the disclosure of which would have made the
 7 proxy statements "not false or misleading." *Id.* § 240.14a-9(a). Thus, in complaining that relevant
 8 information did not appear in these SEC filings as required, Plaintiff allegedly implicates SEC
 9 rules violations.

10 377. DEF 14 A proxy shows GE's failure to disclose material information in DEF 14A

11 Proxy statement --though Plaintiff Trivedi doesn't have any proxy voting rights..

12
 13 378. Above Proxy DEF 14 A related information showed how important Proxy DEF
 14 14 A form is and how it impacts activist investors, oversight on management practice
 15 and board of directors responsibility. Hence boards of directors are defendants in this
 16 lawsuit. Also hiding material information in DEF 14 A is what this claim is about.

17
 18
 19 379. Trivedi has alleged "a strong inference of scienter" with respect to GE's failure to
 20 disclose..Trivedi has pleaded scienter adequately, satisfying statute requirement. Plaintiff Trivedi
 21 allege facts giving rise to a "strong inference that the GE acted with the required state of mind."
 22 *Id.* § 78u4(b)(2)(A). Trivedi has "alleged facts (1) showing that the GE had both motive and
 23 opportunity to commit the fraud (2) GE 's action constituting strong circumstantial evidence of
 24 conscious misbehavior or recklessness." Intent so GE can continue sale/ service contracts by
 25 not getting exposed to corporate credibility, loose their market share, sales, revenue and more".
 26

27 380. GE engaged into Several Deceptive Marketing practices
 28

1 381. **These INSITE EXC service contracts play a significant role in GE healthcare**
 2 **annual revenue** --- GE was negligent, lacked sense of urgency to correct this conduct or to
 3 report it to appropriate parties such as the FDA and its customers, government, investors because
 4 doing so would have adversely affected the large profit from service contracts' revenue and
 5 fraudulent inducement from sales of GE healthcare medical devices . This would have adversely
 6 affected company image in eyes of investors, and many other repercussions; would have
 7 significantly reduced or eliminated bonus compensation and other stock based compensation for
 8 GE executives to ensure that its officers would earn compensation related to economic
 9 performance, that stock options and other stock-based compensation would be maximized
 10and also GE would have impact on receiving government contracts such DOD and Veterans
 11 Affairs hospitals and other public private purchase of medical devices and service contracts.

14 382. Further disclosure of this fraudulent defective medical devices/remote service
 15 would have significantly reduced GE's revenue and reputation . . . , and a wide range of related
 16 conduct all based on fraudulent data and the failure to report this material information of medical
 17 devices fraud and related cybersecurity RISK and VULNERABILITIES.

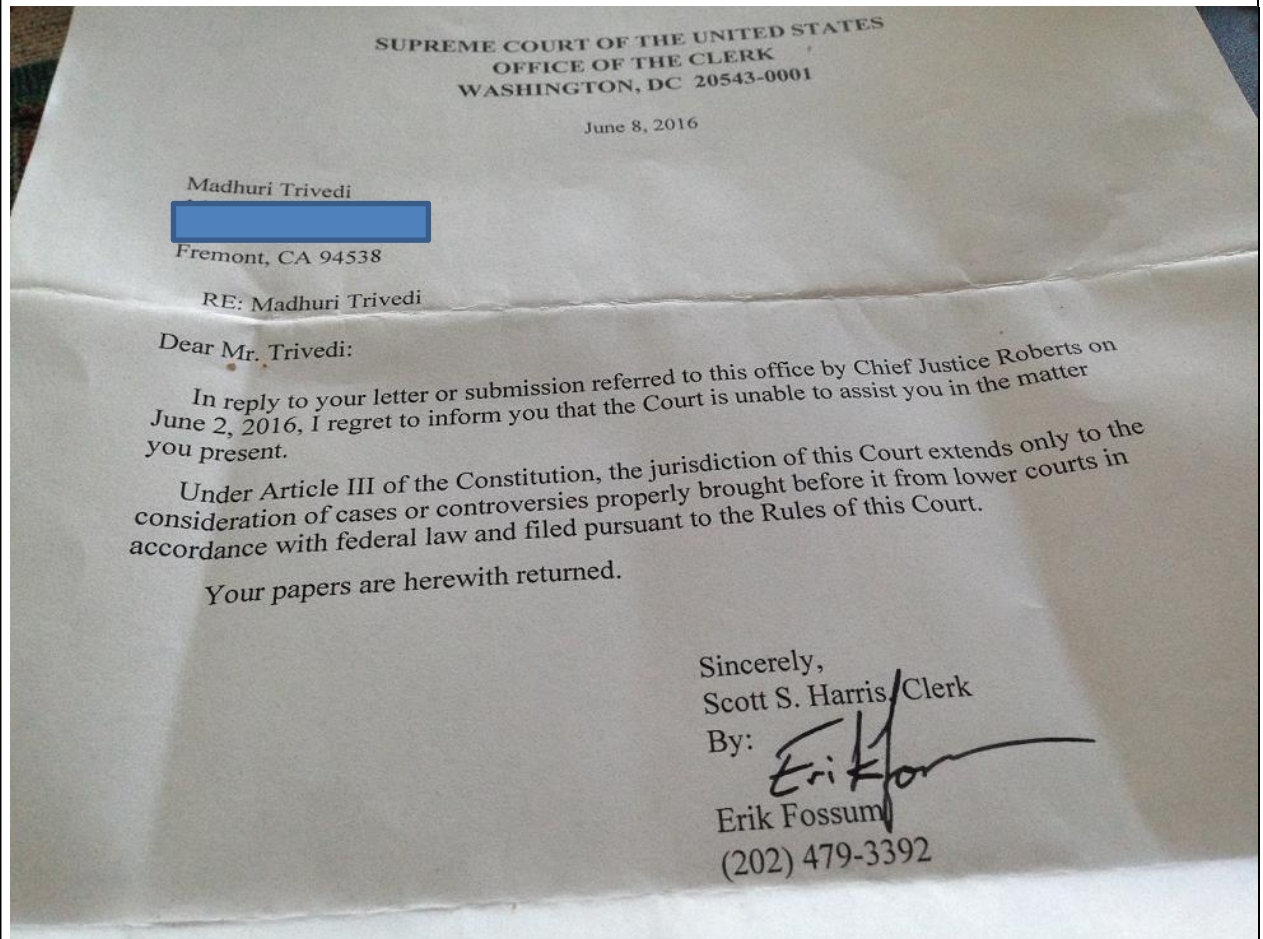
19 383. GE had consistently reported/misled public and customers that InsiteEXC
 20 **quality, HIPPA, HITECH, robust cyber security (EXHIBT 17 and insite brochure, various**
 21 **medical device manuals) while intentionally concealing that InsiteEXC is NOT in**
 22 **compliance FDA's 21 CFR § 820.90 - Nonconforming product, product non conformances,**
 23 **defects and cybersecurity vulnerabilities, aging platform that was falling apart and Scott**
 24 **Erven's report.**

26 384. Regarding supreme court ruling in Digital Realty Trust, Inc. v. Somers —I sent a
 27
 28

1 letter to chief justice Roberts on Feb 2016; his clerk read and returned; told me on phone that I
2 should file a lawsuit in lower court then only eventually case come to supreme court .(This letter
3 is part of my supreme court application , writ). In March 2016 I filed lawsuit against DHS –
4 Trivedi v. USDHS et al. No. 16-CV-
5 1122, 2016 WL 10651086 (N.D. Cal. 2016) - ECF 1 page
6
7 28 paragraph 106 “David Boise law firm attorney said that “it is SEC matter and I have valid
8 SEC claims” “–

9 385. Trivedi v. USDHS et al. ECF 1- complaint page 20-21; I mentioned Chief
10 justice John Roberts in the emails I sent to DHS(I mailed copy of that email to supreme court
11 addressing justice Roberts **and it is part of my supreme court application; in that letter I also**
12 **mentioned my DHS lawsuit, docket number)**
13

14 386. My letter to chief justice Roberts at Washington DC and supreme court clerk Erik
15 Fossum letter back to me..I have mentioned California lawsuit in this letter as well as that “GE
16 matter is SEC matter as mentioned by SEC attorney David Nelson who reviewed”
17
18
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Attn: Chief Justice Roberts
To,
Supreme Court of the United States
1 First Street, NE, Washington, DC 2054

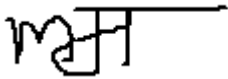
Honorable Chief Justice Roberts,

please find attached email I sent to DOJ, DHS and other people on February 10th 2016 (I have mentioned your name as to copy you this email). My Massachusetts institute of Technology (MIT) professor – Patrick Hale(pat_hale@mit.edu) was going to send this to you. But I recently learned that He emailed it to some address at supreme court. And when I spoke about my situation to Supreme court clerk Eric Fossum ; he mentioned ONLY way to send documents to supreme court is via mail. Hence I am mailing it NOW. My mail dated April 9th , has been lost in Washington DC area.

I request that you do everything in your authority to help me – an extra ordinary ability , talented engineer and a woman from India (who is in distress and extreme hardship for quite a while now for no reasons.); after investing 13 years of my life in US and contributing to US economy and healthcare; I have been put in a terrible immigration situation in retaliation to raising fraudulent activities/defects at my ex employer General Electric. **Please consider me as like your daughter and do everything you can in your capacity.** Currently I feel it is lawless and system is not working. Article III branch is only hope to get justice now.

NOTE: on March 7th 2016, I have filled a lawsuit in Northern District of California case number -16-CV-01122-JD.

Thanks and regards



Madhuri Trivedi
Founder, Lead engineer-OrangeHealth
Phone: [8602996234](tel:8602996234)
Email: Madhuri.orangehc@gmail.com
1401 Red Hawk Circle, Apt G205,
FREMONT. CA-94538

LinkedIn : <https://www.linkedin.com/in/trivedim>

1. Note: in below email I have removed receipt number, one personal detail and added name of a federal judge.

----- Forwarded message -----

From: **Madhuri Trivedi** <mcis99@gmail.com>

Date: Wed, Feb 10, 2016 at 6:09 AM

Subject: Fwd: Fraud by General Electric and fraud, retaliation, gross mis management by Immigration officials

To: Josh.Eaton@usdoj.gov, David.Callaway@usdoj.gov, "San.Francisco" <San.Francisco@ic.fbi.gov>, John.Roth@oig.dhs.gov, "Gaughran, James" <James.Gaughran@oig.dhs.gov>, maria.odom@dhs.gov, cisombudsman

1 <cisombudsman@hq.dhs.gov>, laurel.rimon@oig.dhs.gov, "Johnson, David J. (SF) (FBI)"
 2 <David.j.Johnson@ic.fbi.gov>, Pat Hale <pat_hale@mit.edu>
 3 Cc: jeh.johnson@dhs.gov, Donald.W.Neufeld@uscis.dhs.gov, thomas.pearl@uscis.dhs.gov,
 4 mark.hazuda@uscis.dhs.gov, gregory.richardson@uscis.dhs.gov, "NSCFollowup.NCSC"
 5 <NSCFollowup.NCSC@uscis.dhs.gov>, tsc.ncscfollowup@dhs.gov,
 6 leon.rodriquez@uscis.dhs.gov, Madhuri <mcis99@gmail.com>
 7 To,

8 2. Office of Inspector General -DHS, Whistleblower Protection program DHS, FBI, US
 9 attorney's office David R. Callaway *Chief of the Criminal Division*,
 10 US attorney's office Joshua Eaton
 11 , DHS Inspector general John Roth, Laurel Rimon, Counsel to IG, FBI special agent- San
 12 Francisco , Supreme court of United states- Chief Justice John Roberts.

13 3. **Immigration officials involved:** Mark Hazuda, Director at Nebraska Service center,
 14 Gregory Richardson- Director Texas service center , Jeh Johnson- Secretary DHS, Leon
 15 Rodriguez –USCIS, Donald Neufeld -director USCIS, Texas and Nebraska service center

16 4. **Please consider this as criminal report filed against/ for these immigration officers**
 17 **and directors/USCIS who are knowingly violating laws and discriminating, retaliating,**
 18 **terrorizing, torturing me. And GE people as well. I request that criminal charges are**
 19 **pressed against them. It is sad that in this era of Corporatocracy ; individuals STILL can't**
 20 **press criminal charges.**

21 5. **Please approve petitions, give work authorization which I am trying get since last**
 22 **two and half years – a person of extra ordinary ability –EB1**

23 **(1) Receipt SRC 1480006489, (2) I 485 is SRC1590052433 and (3) I 765 Receipt is**
 24 **SRC1590052434 . I need to pay my bills.**

25 6. **These petitions were wrongfully and unlawfully denied.** Denial letter has random
 26 things ..clear that they decided to deny and then added random things to letter.
 27 My petition **LIN -16-022-50295** is also treated same way like these three mentioned above. I
 28 received Request for evidence letter, it is exact copy of the one I received in November
 2014..Several evidences critical to my petition have been not mentioned, overlooked and it is
 clear that USCIS has made up his mind not to approve my petition. This is result of GE's
 influence at the highest level ...**This is egregious, gross and unlawful.**

7. I have economic necessity for extreme hardship because I am a single woman .
Severe financial loss to company or individual which is Madhuri Trivedi-me; that I need
to take care of myself. Currently I am not earning any money.

Sincerely,

Madhuri Trivedi

<https://www.linkedin.com/in/trivedim>

8. **Sequence of event with USCIS:**

Ø I went to Milwaukee DHS field office in October 2013 and April 2014. I spoke with

1 immigration officer and her supervisor, mentioned my hardship and upcoming arbitration.
 2 Week after my April 2014 visit to USCIS that **USCIS service director Donald Neufeld**
 3 signed a letter and sent it to scare me so I don't do arbitration which was in May 2014. I had
 4 paid consultation with immigration attorney **Mencini, Ana** (amencini@kentlaw.iit.edu). She
 5 stated that they want to stop you from doing arbitration, but you are doing arbitration. They
 6 can't kick you out and threaten you like this. Do arbitration next week.

7 9. Ø In November 2014, I spoke with FBI agent on phone about Andrew Beato , fraud/quitam
 8 attorney who was very interested in quitam case..I mailed In 2014 , when I sent a package to
 9 immigration in which I mentioned Fraud attorney Andrew Beato 's contact and that I am
 10 working with him on Quitam/FCA. ONLY FedEx, immigration and FBI agent knew this.
 11 FBI is the one who said it is Quitam matter in the first place. Anyway, the day immigration
 12 received package, Andrew called next day and said GE has contacted his partner to represent
 13 GE and because of conflict he is no longer represent me.

14 10. Ø Even though I emailed Texas center and copied a letter via email to expedite to Leon
 15 Rodriguez, Donald Neufeld (I was also having health issues) in February that given my hardship, they
 16 expedite my case and I will be moving to California next week , first they denied my expedite
 17 request and day after I landed to California on March 2, 2015-- They denied my pending
 18 I 140/485 petitions knowing that I will be in vulnerable position...

19 11. I went to San Jose DHS field office to inquire about this on March 4, 2015.
 20 Immigration officer said they haven't denied your case but denied expedite request (based on what
 21 they saw in computer system)..I requested to talk to supervisor. When I mentioned that FBI stated GE
 22 was doing fraud against government. Supervisor said Texas center has trashed your petition.

23 12. Ø Finally after Senator Boxer did inquiry and I received denial letter in July. I moved to CA
 24 from WI, and I had address change issue.

25 13. Ø Between March and July, 2015, I received several email alerts from USCIS, mentioning
 26 that document related to my green card/EAD was mailed (It said this email is sent when petition is
 27 approved and greencard/EAD are mailed). I never received anything nor green card as it was
 28 denied. But they kept sending such emails to keep me confused.

14. Ø I refilled I 140 /485/765 in July 2015...they returned these package three times till October
 2015; asking money/fees in terms of thousands ..which I already paid in past. At last in October
 2015, I paid again fees for I 140..I went to San Francisco field office in November 2015 to
 request expedite of my case. I showed all my documents to Immigration officer. Immigration
 officer stated that from what she saw "Madhuri you are a person of extra ordinary ability"
 but your case can't be expedited. After several request she filed expedite request based on
 humanitarian basis; which got denied in less than 24 hours.

Ø wkd3371504455LOD(for I 485 and I 765 case to get receipt). USCIS had my package
 in November..They were not sending me receipt and I didn't pay \$1000 . The day
 congressman Mike Honda office made inquiry about this .USCIS returned package to me ;
 signed by Mark Hazuda asking \$1000 fees.

15. I came to US on H4 spouse visa in 2003. My ex-husband was physically and verbally

1 abusive. I have medical records and police certification for his criminal violent activities. I got
 2 divorced in March 2006. I went to student visa and got my masters in computer science at
 3 Cleveland state university. I worked on OPT and then got H1 B visa. I worked for Fortune 10,
 4 Fortune 50 company such as United Technologies, GE and startups founded by Harvard scientist
 and noble laureates and TOP GUN in US navy.

16. I was working at General Electric healthcare as a lead engineer and they were knowingly
 5 releasing defective product on 100,000 medical devices; which had 600 critical defects for
 6 several years. I didn't sign off on test plans for this product and I was able to hack the system
 7 that remotely control and communicate with 100,000 medical devices... lack of security features
 such as audit trails, activity logging, reporting and many more things,

17. GE was forcing me and they themselves wanted to release remote service product on
 surgery and many more device on a **Linux platform** in a same way they were **doing it for 10**
 9 **years on Windows platform**. Windows and Linux are two different operating systems and are
 10 like apples and oranges. I was able to hack it on a Linux platform and GE was desperate to sell
 that product.

18. **I believe and very senior executive, fraud attorneys mentioned that GE people**
 12 **should be in a jail. Linux and windows are different how can they do this.** GE retaliated and
 13 messed up my immigration..

19. **I was one month shy of getting my green card process processed as –a person of**
 14 **exceptional ability/advanced degree (EB2) at GE and they got rid of me(remove witness)...for**
 15 **almost three years I am trying to work with immigration on this. But GE has influenced**
immigration and GE is using immigration is a tool.

16 **I have founded a start up since then “OrangeHealth” – a platform for chronic condition**
 17 **management and communication. 86% of US healthcare cost goes toward chronic diseases**
 18 **related care, and there is nothing done to prevent it. Obamacare hasn't solved this as well.**

20. **System is not working, fighting in Texas /and appealing to supreme court at cost of**
 19 **taxpayer's money to give work authorization to millions of illegal immigrants; while victim of**
 20 **crime who files for U visa are not getting work authorization for 16 months** after they file
 21 for visa petitions. Most of them are working illegally including women to support themselves.
 22 **USCIS Instead of them getting work authorization immediately, doing other things which**
clearly shows that people don't want immigration.

23. If USCIS is fighting lawsuit in Texas for millions of people on TAX PAYER's money
 24 ..giving 100,000 work authorization to spouses of H1 in first year itself (**all these takes away**
 25 **jobs from Americans**), releasing several memos recently to give flexibility to H1 and ease path
 26 to permanent residency to millions – including 181 page memo by Jeh Johnson. This is a torture,
 unlawful, violation of human rights. Treating me like a shit because I am a not from poor country
 India.

22. **My whole life is on Hold right now. Harvard medical school - where they make**
 28 **artificial protein /DNA and which is cutting edge have offered me a job as a lead engineer**

1 since April 2014 ;in salary range of \$65,000 to \$115,000 annually.

2 23. I have mentioned about Dr. Jonathan Rothberg in my EB1 petition. He came to
 3 meet me in person when I joined first day at Raindance technologies(He is a founder). **I read**
 4 **recently that in 2016 White House is giving him a national**
 5 **award.** ([https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-](https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-nations-leading-scientists-and-innovators)
 6 [nations-leading-scientists-and-innovators](https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-nations-leading-scientists-and-innovators)) So you get the point. We were ONLY 20 people
 7 when I joined Raindance as a software engineer. Software team was two people and then 2 were
 8 added after six months. I developed an instrument (instrument price was \$150,000 per unit)there
 9 which is a biological equivalent of personal computer. Raindance executives and other seniors
 10 have stated that my contribution was of a major significance, leading /critical role
 11 to existence of organization and entrepreneurial.

12 24. **I have made original/major significance contribution to US healthcare, US**
 13 **economy and US society.**

14 25. **Obstruction of justice and witness tampering, wrong doing and gross**
 15 **mismanagement , retaliation** by immigration officers/directors because I did arbitration with
 16 GE.

17 26. Documentary “We are not broke” clearly states that Obama administration has close ties
 18 with GE and because USCIS/DHS works under Executive branch and hence under President
 19 Obama ..there is a linking that GE is using this relationship to influence and hurt me/harass
 20 /terrorize me for my immigration ..so I give up, get/stay sick, go back to India.

21 27. Knowingly, USCIS/DHS is terrorizing and torturing me , holding me hostage so I can’t
 22 earn money, stay in distress.. I can’t even incorporate my start up, have board of directors, co-
 23 founders or someone to put some money. Partner at Chertoff group –(Chertoff group is founded
 24 by former department of homeland security chief Michael Chertoff.) Jim Pflaging was interested
 25 in first being adviser to my start up. Mayo Clinic physician and John Hopkins physician looking
 26 to join as co founder..In this mess , I have lost all motivation and energy to work in healthcare
 27 start up.

28 28. Week before my arbitration, even though immigration knew about it; Service director
 Donald Neufeld signed a letter to terrorize me so I don’t do Arbitration.
 At arbitration hearing, I had Chief Technology Officer of GEHC- Mike harsh , Chief Executive
 Officer –Global service-Mike Swinford come to testify. They both make millions in salary and
 have their own private jet.

29. Stanford law professor Martinez Janet said that “arbitration I did with GE and GE was
 doing fraud; that’s why Immigration is harassing you.....**your start up can very successful**
that’s also reason to keep me in distress”.

30. Start-up veterans and Venture capitalist have indicated that “president Obama is on your
 Six...I-Madhuri is doing start up in healthcare for a cause and HC is all about money”

31. Philips healthcare manager Hans Griesser and ex-general manager at GE Healthcare;
 both stated that GE needs to do a recall..These things are completely unacceptable.
 FDA investigation numbers: Case number COR14000050 and CPT1400185.

1 FDA doesn't take things seriously unless someone has died.

2 32. **Federal judge Andrew Hanen** reviewed all my immigration documents ; had asked his
3 attorney to do GRAND JURY criminal investigation about GE and immigrationThat US
4 attorney was tied up in drug matters and didn't have resources from his small office...

5 33. FBI stated that GE was doing fraud against government. Top litigators in US has looked
6 into the GE fraud matter and said that GE was doing a fraud against government ...and lots of
7 money in this case; but advised that it is long, ugly fight against **invincible GE (David Vs
8 Godzilla)** who has connections and influence everywhere(SORRY to write this but they said
9 this and I am experiencing it first hand).. **David Boise Law firm lawyer** said it is **SEC matter**.
10 "GE is using immigration as a tool to harass me " -- Andrew

11 Beato (<http://www.steinmitchell.com/lawyers-Andrew-Beato.html>) and David
12 Haron (<http://www.haronlawgroup.com/david-l-haron.html>) Quitam attorney said that.

13 34. David Haron –Quitam attorney was at Foley and Mansfield law firm in 2014. David said
14 that if a small company would have done what GE did, they put them in JAIL....nothing happens
15 to GE..They will pay fine like a traffic ticket for them and seamlessly get away. He advised that
16 if GE reinstate and I get my green card/ ability to stay in US; that is more important than fighting
17 Quitam case ...Foley and Mansfield law firm wrote a letter to GE to reinstate me. But no
18 outcome.

19 35. I had two surgeries recently, went ER twice and still distress related hormone cortisol is
20 creating havoc in my body and immune system. In April 2015, I hit my nose with a wall. I am
21 still recovering as have some swelling and need to take care of this.

22 36. **I deserve better life then doing all legal field things and held hostage and in
23 extreme hardship, distress and financial constraint, mental and emotional trauma- caused
24 by GE and USCIS.**

25 37. *About My start up: Orangehc is a peer to peer platform for health management –usable
26 and secure. Artificial intelligence to measure health conditions, connect peers.
27 A mobile app (phase 1) For people interested in healthy living, manage chronic condition. The
28 company aims to provide support, advise, expertise though peer to peer interactions; users can
be anonymous. By driving accountability, purpose and context through communities and
measurement/analytics though fitness/health data integrated (phase 2). Prevention is better than
cure by managing chronic condition such as a hyper tension future stroke and disability can be
prevented. US cost saving \$200 billion global double US number. Chronic disease is the leading
cause of death and disability worldwide.*

GE fraud related

38. At GE Healthcare, remote service and connectivity medical device "Insite Exc " was remotely communicating and controlling 100,000 medical devices. There were defects in terms of 600-2000 defects and 600 critical design non conformances; unresolved for several

1 years and medical Device Insite Exc was launched in 2004. It lacked security features, audit
 2 trails, activity logging and security reporting.. Fraud attorney at [Cohen Milstein](#) law firm
 3 said that it is fraudulent inducement..

39. There were lack of security features/I was able to hack it while
 4 testing...GE performed sham quality tests and “willfully concealed the existence, frequency and
 5 severity of the products’ defects,” with “grossly inadequate testing procedures”.....for
 6 knowingly selling defective, life threatening medical devices used by Department of Defense,
 7 Veterans Hospital (In 2013 , at Veterans hospital in NY patient died due to faulty GE MRI
 8 system.....so GE has been reckless in their devices). Medical devices were **ultrasound, MRI,**
 9 **surgery ,Lunar, radiology servers** and more.

40. For bringing this fraud and defects to management's attention and NOT willing to
 10 participate in their fraudulent scheme...Madhuri- I was harassed, received abusive
 11 treatment and wrongly accused of insubordination . She was also ostracized and marginalized
 12 by management. Since then I have been suffering terrorizing acts due to GE and their influence
 13 at all level

41. The company’s “scheme to defraud its customers by knowingly selling defective
 12 and potentially dangerous remote control product on most of all their medical devices”. GE
 13 fraudulently induced the federal government (including the Department of Defense and Veterans
 14 Administration) , state governments to buy its defective product through both misstatements and
 15 material omissions. Each of us has the right to expect any medical equipment used for our
 16 medical care to be safe and effective, but we are all placed at great risk when medical equipment
 17 companies violate our trust and knowingly sell equipment that is defective,” the evidence shows
 18 GE’s callous disregard for the fact that these defective product(s)—which they consciously,
 19 aggressively sold after knowing existence defects—could mean life or death for unsuspecting
 20 patients, loss/theft of their protected health information(PHI). This case is not just about
 21 recouping money for taxpayers—it is an indictment of a company that placed a higher
 22 **premium on profits than public health and safety.”- public policy violation as well.**

42. **Department of defense signed \$400 million worth of service contract in last**
 20 **ten years...** In the document, I have attached for many GE devices, they are making claims that it
 21 has HIPPA /HITECH violations, security, audit trails, reporting which is false. Even for non
 22 defense/govt customers such as public/private customers it is false claims and fraudulent
 23 inducement .

43. Because their competitors for medical devices such as Philips and Siemens don't
 24 have such remote service capabilities so that's how Insite Exc was a service differentiator and
 25 service alone was \$5 billion business.

387. It is also equitable estoppel as due to my immigration hardships attorneys where

1 not able to file Quitam ...And immigration that GE screwed prevented me from fighting for
2 clause of action mentioned here..

3 388. Later in March 10, 2017 I filed Emergency application with Trivedi v. DHS
4 justice Kennedy ; Application (16A888) for injunction, submitted to Justice
5 Kennedy.
6

7 ([https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/publi](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/16a888.html)
8 [c/16a888.html](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/16a888.html)) and later on April 19th 2017 to all justices. .Again I filed Trivedi v.
9 DHS Petition for a writ of certiorari on January 2, 2018 – DOCKET No. 17-985
10 ([https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/publi](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-985.html)
11 [c/17-985.html](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-985.html))...All these supreme court communication had SEC violation info
12 where I mentioned that I have valid SEC claims as confirmed and mentioned by SEC
13 lawyer and a former SEC regional director David Nelson.. Note that supreme court
14 issued opinion on Digital Realty Trust, Inc. v. Somers on Feb 21 2018; while my
15 Petition for a writ of certiorari was already filed with supreme court on January 2,
16 2018
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19 and was pending. So my case is indirectly not just coming out of BLUE all of a sudden after
20 supreme court ruling on Digital Realty Trust, Inc. v. Somers but my supreme court filing started
21 and predated from February 2017 ...So I totally believe that Digital Realty Trust, Inc. v. Somers
22 DOES NOT apply to my case. ...Plus I also filed OSHA complaint. Justice Ginsberg mentioned
23 in her opinion of Digital Realty Trust, Inc. v. Somers that Somers didn't exercised OSHA, SOX
24 while I did EXERCISED while being TORTURED by GE as they cut off my immigration and
25 source of income just to OBSTRUCT –GE MUST BE HELD GUILTY for OBSTRUCTING
26
27
28

1 JUSTICE BY cancelling my H1B, withdrawing I 140 process while mediation, arbitration was
2 PENDING...

3
4 389. Plaintiff allege from this statements that GE committed securities fraud in
5 violations of manipulative and deceptive devices 15 U.S. Code § 78j(b), SEC rule
6 10b(5) ,17 CFR § 240.10b-5 - Employment of manipulative and deceptive devices

7 390. GE's above mentioned conduct with scienter , directly or indirectly made
8 untrue statements of material fact and omitted to state material facts necessary
9 in order to make the statements made, in light of the circumstances under which
10 they were made; harmed investors as they relied on false,misleading, untrue
11 statemetns GE made in order for them to make investment decision regarding
12 GE.
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18 **SECOND CAUSE OF ACTION**

19 **FOR WHISTLEBLOWER RETALIATION UNDER DODD-FRANK ACT**

20 **18 U.S.C.§ 15 U.S.C. § 78u-6(h)**

21 **SEC Rule17 CFR § 240.21F-2**

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24 391. Plaintiff realleges, reasserts, and incorporates by reference the facts and
25 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
26 currently unknown.
27
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1 392. This claim is precluded from mandatory arbitration under a pre-dispute binding
2 arbitration agreement

3 393. As alleged in First cause of action violations related to SECURITIES
4 EXCHANGE ACT OF 1934, 15U.S.C. 78j(b), AND 17 C.F.R. 240.10b-5 ;
5 The second cause of action regarding Dodd Frank Whistleblower protections
6 establishes that GE was violating **EXCHANGE ACT OF 1934, 15U.S.C. 78j(b),**
7 **AND 17 C.F.R. 240.10b-5**; making misleading statements and HENCE plaintiff
8 Trivedi is dodd frank whistleblower under **18 U.S.C. § 15 U.S.C. § 78u-6(h)**
9 **SEC Rule 17 CFR § 240.21F-2..** (including but not limited to other statutes, rules,
10 laws mentioned in this second cause of action along with first cause of action)
11

12
13 "For purposes of the anti-retaliation protections," however, the Rule states that "[y]ou are a
14 whistleblower if . . . [y]ou possess a reasonable belief that the information you are providing
15 relates to a possible securities law violation" and "[y]ou provide that information in a manner
16 described in" clauses (i) through (iii) of §78u-6(h)(1)(A). 17 CFR §240.21F-2(b)(1)(i)-(ii). "The
17 anti-retaliation protections apply," the Rule emphasizes, "whether or not you satisfy the
18 requirements, procedures and conditions to qualify for an award." §240.21F-2(b)(1)(iii). An
19 individual may therefore gain anti-retaliation protection as a "whistleblower" under Rule 21F-2
20 without providing information to the SEC, so long as he or she provides information in a manner
21 shielded by one of the anti-retaliation provision's three clauses. For example, a report to a
22 company supervisor would qualify if the report garners protection under the Sarbanes-Oxley
23 anti-retaliation provision. In 2015, the SEC issued an interpretive rule reiterating that anti-
24 retaliation protection is not contingent on a whistleblower's provision of information to the
25 Commission. See 80 Fed. Reg. 47829 (2015).

26 394. ***Protected Activity Need Not Describe an Actual Violation of the Law .***

27 *The SOX's legislative history indicates that the Accountability Act was*
28 *implemented to address not only securities fraud (in the aftermath of financial scandals*
 *involving Enron, Worldcom, and Arthur Anderson), **but also corporate fraud generally.***

See S. Rep. No. 107-146, at 2 (May 2, 2002) ("This legislation aims to prevent and

1 ***punish corporate and criminal fraud, protect the victims of such fraud, preserve***
 2 ***evidence of such fraud, and hold wrongdoers accountable for their actions.'').***

3 Sections 803, 804, and 807 of the Accountability Act address securities fraud
 4 specifically. But other sections address infractions that do not involve fraud against
 5 shareholders. Section 802 assesses criminal penalties upon persons who alter, destroy,
 6 conceal, or falsify records "with the intent to impede, obstruct, or influence the
 7 investigation or proper administration of any matter within the jurisdiction of any
 8 department or agency of the United States." 18 U.S.C.A. § 1519. And Section 805
 9 instructs the United States Sentencing Commission to review sentencing guidelines to
 10 ensure that they include enhancements "for cases . . . in which the solvency or financial
 11 security of a substantial number of victims is endangered," and ensure that those
 12 enhancements are "sufficient to punish and deter criminal misconduct by corporations."
 13 S. Rep. No. 107-146, at 12-13.

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 18 395. Madhuri reported to her lead, manager David Mehring, senior manager Carl
 19 Conrath, CEO Mike swinford, general manager david elario, HR manager Mike Truman and
 20 later Mike Truman's place/role was taken by a new HR manager Ayesha Khan so to her,
 21 architect Bill Barbiaux, architect nate davis, manager dave sallis, Chief financial officer ,
 22 Program manager Nicole Boyle, CTO Tim kottak and few others. She did written
 23 communication via emails, note memo, and personal meetings.

24
 25
 26 396. Plaintiff Trivedi did not need to specify which laws she thought were violated:

1 she needed only identify specific conduct she believed to be illegal. *See Ashmore v. CGI Grp.*
 2 *Inc.*, No. 11 Civ. 8611(LBS), 2012 WL 2148899, at *6 (S.D.N.Y. June 12, 2012) (quoting *Welch*
 3 *v. Chao*, [536 F.3d 269](#), 276 (4th Cir.2008)).

4 397. GE once said it is none of Trivedi's concern and later during last months and
 5 Level I –alternate dispute process said that it was her job; but as below .

6
 7
 8 398. *see Barker v. UBS AG*, [888 F.Supp.2d 291](#), 297 (D.Conn.2012) (whether
 9 *plaintiff's activity was required by job description is irrelevant*), and that Plaintiff
 10 *does not allege she specifically reported concerns of fraudulent and illegal activity*, see
 11 *Ashmore*, 2012 WL 2148899, at *6 (*plaintiff's need not identify which law they believe*
 12 *was broken, but need only identify conduct they believe to be illegal*).
 13 *that it was part of Plaintiff's job to identify risk management issues, which is all she did*
 14 *here*, see *Barker v. UBS AG*, [888 F.Supp.2d 291](#), 297 (D.Conn.2012) (whether plaintiff's
 15 *activity was required by job description is irrelevant*), and that Plaintiff does not allege
 16 *she specifically reported concerns of fraudulent and illegal activity*, see *Ashmore*, 2012
 17 *WL 2148899, at *6 (plaintiff's need not identify which law they believe was broken, but*
 18 *need only identify conduct they believe to be illegal)*

19
 20
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 22 399. As per SEC brief filed in -DANIEL BERMAN v. NEO@OGILVY LLC and WPP
 23 GROUP USA, INC., (Case no:- 14-4626 UNITED STATES COURT OF APPEALS FOR THE
 24 SECOND CIRCUIT)By providing new incentives and protections for individuals to engage in
 25 whistleblowing activity, the Dodd-Frank whistleblower program enhances the existing securities-
 26 law enforcement scheme, including internal company reporting.....Using its broad
 27
 28

1 rulemaking authority, the Commission adopted a rule clarifying that employment retaliation is
 2 prohibited against individuals who engage in any of the whistleblowing activity described in
 3 Section 21F(h)(1)(A)(iii)—including making internal reports at public companies of securities
 4 fraud violations

5
 6
 7 400. By continuously releasing even after Plaintiff raised and reported retaliation that
 8 “Insite is defective” – GE continued releasing “InsiteEXC”. 18 U.S. Code § 1343. Fraud by wire,
 9 radio, or television -includes any writings, signs, signals, pictures or sounds transmitted by wire,
 10 radio or television in interstate or foreign commerce.(EXHIBIT 17 GE product).

11 GE on

- 12 ✓ it’s website,
- 13 ✓ on internet,
- 14 ✓ youtube video (<https://www.youtube.com/watch?v=xUOw2A0t9vE>) which was
- 15 uploaded to youtube on January 30,2013 touting instant connection, data protection,
- 16 proactive monitoring, remote maintenance, system security,maximized up-time while
- 17 omitted defects;
- 18
- 19

20 **GE Healthcare**

21 Published on Jan 30, 2013

22 A service platform engineered for a fast, efficient response.

23 GE has developed a unique technology which allows its service engineers to look into the heart of
 24 any equipment linked by a broadband connection. From a distance they can examine the error log,
 25 check functioning of individual parts, and diagnose what actions are needed to fix the problem.

✓ sales, marketing and while using product in hospitals product manuals concealed InsiteEXC defect, cybersecurity vulnerabilities- **hence plaintiff allege that GE committed fraud.**

401. Trivedi made disclosures that were required or protected under the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7201 et seq.), the Securities and Exchange Act of 1934, including 15 U.S.C. section 78j-1 (m), section 1513 (e) of title 18, and other laws, rules, or regulations subject to the jurisdiction of the SEC.

402. Trivedi had both a subjectively and objectively reasonable belief that the conduct being reported violated a listed law, rule, or regulation.

403. GE including its CEO, CTO, CFO and others, knew or suspected that Trivedi engaged in such protected activity.

404. Trivedi was terminated after being framed to improved her relationship skills.

405. Trivedi's protected activity discussed above was a contributing factor—and indeed the reason for—her termination.

406. As a proximate result of GE's actions against Trivedi, as alleged above, Trivedi has been harmed in that she has suffered the loss of wages, benefits, and additional amounts of money she would have received if she had not been subjected to said treatment along with immigration harm; H1 B visa, ability to get employment based greencard under "a person of exceptional ability/advanced degree" where at GE her PERM with department of labor was already approved but due to GE's illegal termination I 140 was never filed.. Trivedi has also been harmed in that she has suffered humiliation, mental anguish, and emotional and physical distress.

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THIRD CAUSE OF ACTION

VIOLATIONS OF WHISTLEBLOWER PROTECTIONS UNDER SARBANES-OXLEY

ACT 8 U.S.C. § 1514A, et seq., 1514A(a)(1)

407. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

408. This claim is precluded from mandatory arbitration under a pre-dispute binding arbitration agreement

409. SOX protects corporate whistleblowers for engaging in protected activities includes wire fraud, mail fraud, healthcare fraud and a violation of any SEC rule or regulation.

410. To be [protected under SOX, the employee's report need not "definitively and specifically"](#) relate to one of the listed categories of fraud or securities violations in Section 806 of SOX. The focus is "on the plaintiff's state of mind rather than on the defendant's conduct." *Guyden v. Aetna, Inc.*, 544 F.3d 376, 384 (2d Cir. 2008).

411. Trivedi while employed at GE reported to management that GE is not adhering following in regards to highly defective InsiteEXC medical device

✓ [21 CFR § 820.90 - Nonconforming product](#)

✓ **HIPAA 45 C.F.R. § 164.530 (g). HIPPA 164.306 Security standards:**

✓ HIPAA 45 C.F.R. §164.308(a)(1): Security Management Process

- Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with § 164.306(a).

✓ **HIPPA 164.312(b) Technical safeguards – Standard: Audit controls**

Audit controls refer to the capability to record and examine system activity.

✓ Security management process **HIPPA 164.308(a)(1)(ii) Information System Activity Review –Required.** The company's security controls are seriously lacking which is part of SOX internal controls.

✓ Medical devices are vulnerable to cybersecurity related ; hackable

✓ Lacks proper quality control, testing, automated static analysis of software/code for InsiteEXC is not being used.

412. Technical leads, architect and manager lack proper technical understanding, lack technical knowledge, lack big picture /systems level , lack cyber security knowledge.

413. In FIRST and SECOND CAUSE OF ACTION; plaintiff alleged violations of SEC rules and regulations.

414. 18 U.S.C. § 1514A(a)(1), including when the employee provides information or assistance to someone with “supervisory authority over the employee” or with authority to “investigate, discover, or terminate misconduct” as Plaintiff Trivedi did.

415.

as per *Donaldson v. Severn Sav. Bank, F.S.B.* Vanessa L. Donaldson brought a SOX whistleblower action against her former employer, Severn Savings Bank (“Severn”) . [T]he federal criminal fraud statutes . . . prohibit the scheme to defraud .Materiality of falsehood . . . was a common-law element of actionable fraud at the time these fraud statutes were enacted and is an incorporated element of the mail fraud, wire fraud, and bank fraud statutes. . . . But § 1514A carries no independent materiality element. Consequently, Donaldson’s objective belief need not be about a material matter, as Severn has argued. Rather, her objective belief must be based on facts permitting an

1 *inference that [the manager's] allegedly false representation was material to Severn's*
 2 *course of conduct. The court found that Ms. Donaldson met this standard because the*
 3 *manager's alleged inflation of the retail production figures was intended to, and likely*
 4 *would, affect the size of a bonus awarded him by Severn.*

5
 6
 7 416. Significantly, SOX protects internal disclosures.

8 417. GE knew in July 2014 that I spoke with FBI and FBI said it is quitam.

9 418. *As per SEC. 1107. RETALIATION AGAINST INFORMANTS. (a) IN*

10 *GENERAL—*

11 *Section 1513 of title 18, United States Code, is amended by adding at the end the*

12 *following: `` (e) Whoever knowingly, with the intent to retaliate, takes any action*
 13 *harmful to any person, including interference with the lawful employment or livelihood of*
 14 *any person, for providing to a law enforcement officer any truthful information relating*
 15 *to the commission or possible commission of any Federal offense*

16
 17 419. So when we were negotiating in 2014 and GE knew about Quitam ; even in
 18 violation of SEC. 1107. RETALIATION AGAINST INFORMANTS. (a) IN GENERAL—
 19 Section 1513 of title 18, United States Code, is amended as mentioned in above paragraph didn't
 20 give a damn to settle the employment and immigration matter with Trivedi/plaintiff nor made
 21 any public release about InsiteEXC
 22

23 420. It also seems GE's failure to state on its Form DEF 14A filings anything related to
 24 InsiteEXC may be an omission of material fact the disclosure of which would have made the
 25 proxy statements "not false or misleading." *Id.* § 240.14a-9(a). Thus, in complaining that relevant
 26 information did not appear in these SEC filings as required, Plaintiff allegedly implicates SEC
 27
 28

1 rules violations; which are sufficient to state a plausible claim under SOX. Along with filings in
 2 10-K, 8-K, 10-Q and violations of 15 U.S.C. § 7213(a)(2)(A)(iii)(III) a description, at a
 3 minimum, of material weaknesses in such internal controls, and of any material noncompliance
 4 found on the basis of such testing and Section 302 of SOX requires a corporation's CEO and
 5 CFO to personally certify the accuracy and completeness of financial reports, and they must
 6 assess and report on the effectiveness of internal controls around financial reporting. (16 15
 7 U.S.C. § 7241)

9
 10 421. Trivedi met SOX standard because the managers' and GE's alleged concealment
 11 of defects, deceptive sales and marketing of medical devices and services, fraudulent
 12 inducement, was intended to, and likely would, affect the revenue, profit, sales amount for GE;
 13 and bonus and executive pay/stock options to GE executives and pay to managers/employees.
 14 Therefore Trivedi/plaintiff had an objectively reasonable belief that [the GE employees,
 15 managers, GE executives and GE company were] engaged in a scheme to defraud government,
 16 consumers, patients and investors and violating such laws."

17
 18 422. Plaintiff Trivedi made objective reasonableness," "subjective good faith," or a
 19 disclosure that is "not knowingly false(WESTMAN & MODESITT, *supra* note 11, at 81; see
 20 also Cherry, *supra* note 53, at 1047.); about GE allegedly fraud/such activities.

21
 22 423. Plaintiff (1) she engaged in protected activity; (2) the employer GE knew that she
 23 engaged in the protected activity; (3) she suffered an unfavorable personnel action; and (4) the
 24 protected activity was a contributing factor in the unfavorable action.

25
 26 424. **Plaintiff engaged in protected activity under SOX related to reporting**

1 **cybersecurity vulnerabilities** .GE took unfavorable personnel/professional action due to
2 plaintiff's protected behavior or conduct.

3
4
5 **FOURTH CAUSE OF ACTION**

6 **45 CFR § 160.316 REFRAINING FROM INTIMIDATION OR RETALIATION**

7 **45 CFR § 164.530(g) STANDARD: REFRAINING FROM INTIMIDATING OR**
8 **RETALIATORY ACTS**

9
10 425. Plaintiff realleges, reasserts, and incorporates by reference the facts and
11 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
12 currently unknown.

13
14
15 426. *The new HITECH Act promises more rigorous enforcement of HIPPA (Health*
16 *Insurance Portability and Accountability Act of 1996). The legislation includes*
17 *mandatory penalties for “willful neglect.”*

18
19 427. *45 CFR 160.316 -A covered entity may not threaten, intimidate, coerce, harass,*
20 *discriminate against, or take any other retaliatory action against any individual or*
21 *other person for—(c) Opposing any act or practice made unlawful by this subchapter,*
22 *provided the individual or person has a good faith belief that the practice opposed is*
23 *unlawful, and the manner of opposition is reasonable and does not involve a*
24 *disclosure of protected health information in violation of subpart E of part 164 of this*
25 *subchapter.*
26
27
28

[71 FR 8424, Feb. 16, 2006, as amended at 78 FR 5691, Jan. 25, 2013 ---

<https://federalregister.gov/citation/78-FR-5691>---

It is the responsibility of all [ORGANIZATION] employees to report perceived misconduct, including actual or potential violations of laws, regulations, policies, procedures, or [ORGANIZATION] [CODE OF CONDUCT].

428. Health and Human services department Secretary and TRUMP cabinet Tom Price communication below

----- Forwarded message -----

From: Corbin, Susan <Susan.Corbin@hq.dhs.gov>

Date: Thu, Mar 30, 2017 at 10:15 AM

Subject: RE: HHS secretary Tom price forwarded me to you Susan: Fwd: Immigration healthcare fraud ; DHS must leave me alone

To: Madhuri Trivedi <madhuri.orangehc@gmail.com>

Cc: "Corbin, Susan" <Susan.Corbin@hq.dhs.gov>

Your inquiry has been forwarded to US Citizenship and Immigration Services. Also please contact the USCIS Customer Service line at (800)375-5283 for assistance.

From: Madhuri Trivedi [mailto:madhuri.orangehc@gmail.com]

Sent: Thursday, March 30, 2017 1:12 PM

To: Corbin, Susan <Susan.Corbin@hq.dhs.gov>; Madhuri Trivedi <Madhuri.orangehc@gmail.com>

Subject: Re: HHS secretary Tom price forwarded me to you Susan: Fwd: Immigration healthcare fraud ; DHS must leave me alone

Susan are we going to talk today? thanks

----- Forwarded message -----

From: Madhuri Trivedi <madhuri.orangehc@gmail.com>

Date: Wed, Mar 29, 2017 at 9:42 AM

Subject: HHS secretary Tom price forwarded me to you Susan: Fwd: Immigration healthcare fraud ; DHS must leave me alone

To: susan.corbin@hq.dhs.gov, tpmd1@hhs.gov, rose.lusi@hhs.gov, Madhuri Trivedi <Madhuri.orangehc@gmail.com>

Susan Corbin,

Tyler McGussee on behalf of secretary ..gave me your information and asked to connect. thanks

429. David Mehring and Leads claimed that these issues were not her concern. Ms. Trivedi pointed out, and their response was to penalize her for speaking up and not quietly falling in line and pretending that the problem did not exist; and join GE fraud scheme. Managers and leads did not care to provide enough time in project schedule.

430. As alleged earlier 465 design nonconformance and defects in production software of Insite Exc ; not in compliance with **FDA guideline for Non-Conforming medical devices.

21 CFR § 820.90 Subpart I--Nonconforming Product, HIPAA 164.306 Security standards:

General rules, HIPAA 45 C.F.R. §164.308(a)(1): Security Management Process

- Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with § 164.306(a), § 164.530 Administrative requirements.

431. **There were total 2000 bugs in defect database including 465 critical/design**

nonconformance. Which GE closed after I reported without doing anything-GE closed these defects in an hour in early 2013.

Ms. Trivedi pointed out the missing audit trail /proper logging issue in connectivity product design via email. Ms. Trivedi was retaliated against for pointing out contravention of code/law. HIPPA/HITECH law puts emphasis on proper **audit trail/logging requirements**; *HIPPA 164.312(b) Technical safeguards – Standard: Audit controls Audit controls refer to the capability to record and examine system activity. Security management process HIPPA 164.308(a)(1)(ii) Information System Activity Review –Required.*

432. At GE Technical leads, architect and manager lack proper technical understanding, lack technical knowledge, lack big picture /systems level, lack cyber security knowledge. Trivedi reported to management about this. GE was required to follow 45 CFR § 164.530 (b)(1) (1) Standard: Training and 45 CFR § 164.530 (b)(2) Implementation specific training.

433. FDA halted sales of OEC in 2007 and GEHC signed a decree ; (<http://www.fdanews.com/articles/89160-ge-oec-medical-systems-signs-consent-decree-with-fda-to-correct-cgmp-lapses>) The decree "prohibits the manufacturing and distribution of specified GE OEC Medical Systems X-ray surgical imaging systems" at facilities in Salt Lake City, Utah, and Lawrence, Mass., "until the devices and facilities have been shown to be in compliance" with the FDA's current good manufacturing practice (cGMP) requirements as set forth in the quality system regulation for devices, the agency said.

434. **Madhuri was putting quality at first and foremost in her day to day duties**

1 given the history of surgery product with FDA as she was integrating InsiteEXC on OEC
 2 surgery (above Decree related medical device).

3 435. Internal customers such as General manager Arthur Larson and director
 4 Nick Allen has expressed serious concerns about reliability and quality of GST delivered
 5 products.
 6

7 436. Under HIPPA requirement which is “it is responsibility of all employees of
 8 organization to report perceived misconduct, including actual or potential violations of laws,
 9 regulations, policies, procedures” and employer not threaten, intimidate, coerce, harass,
 10 discriminate against, or take any other retaliatory action against any individual or other person”
 11

12 437. 18 U.S. Code § 1345. Injunctions against fraud

13 438. Despite doing such good work; manager Dave Mehring and leads shifted blame
 14 on to Ms.Trivedi(**Ms. Trivedi’s inclusiveness**) and retaliated. Leads were not held accountable
 15 for their negligence. Madhuri was subjected to continuing abuse from her co-workers, manager
 16 including verbal abuse, sexual comments, immigration retaliation, withdrawal of H1 B,
 17 vengeance to destroy her stellar career.
 18

19 439. Madhuri as under HIPPA, HITECH requirement did her job to address,
 20 bring to attention to people in authority and report such perceived misconduct, including
 21 actual or potential violations of laws, regulations, policies, procedures. As a result of that
 22 she was threatened to be taken off the job, intimidated, harassed, and discriminate against,
 23 retaliatory action to punish her by giving poor performance evaluation (EXHIBIT 10)and
 24 finally discharged.
 25
 26
 27

28 FIFTH CAUSE OF ACTION

**FOR DISPARATE TREATMENT IN VIOLATION OF TITLE VII OF THE CIVIL
RIGHTS ACT INCLUDING RETALIATION**

VIOLATIONS OF CIVIL RIGHTS ACT OF 1991 42 U.S.C. § 2000e-3a

440. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

441. 42 USC § 2000e-2(a)(1) to [discharge](#) any individual, or otherwise to discriminate against any individual with respect to his [compensation](#), terms, conditions, or privileges of employment, because of such individual's race, color, [religion](#), sex, or national origin; or

442. 42 USC § 2000e-3(a) where I did clearly opposed employment practices by GE and suffered discrimination.

443. Civil Rights Act of 1991 (1991 Act), which provides, among other things, that (1) an unlawful employment practice is established "when the complaining party demonstrates that ... sex ... was a motivating factor for any employment practice, even though other factors also motivated the practice," A sit shows in Trivedi's case being a WOMAN.

444. As a direct, foreseeable, and proximate result of defendants' discriminatory acts, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damages.

445. Because the acts taken toward Plaintiff were carried out by, condoned by and or ratified by managerial employees or managing agents acting in a deliberate, cold, callous, fraudulent, malicious, oppressive, and intentional manner in order to injure and damage Plaintiff,

1 while other engineers including Male technical staff Sachin Kendale (Sachin wrote code that it
 2 took 40 minutes to load 1000 devices on webpage and he and Naresh wrote such badly and
 3 defectively by initializing each device object in memory after they get query result from
 4 database. Database was also not tuned and written badly. They never used Database performance
 5 management tool and David Mehring sucked so much of my blood and I had to convince him a
 6 lot to get \$30 Database management tool (EXHIBIT 27 perjury) because GE didn't have license
 7 and these incompetent engineers never used—despite that Sachin got good performance review--
 8 -
 9

10 446. Plaintiff has a copy of Sachin's performance review and can submit to court),
 11 Naresh, Nate Davis, Greg Stratton and several others wrote bad product, bad buggy, defective
 12 software/code(I have proof of that) despite GE treated them favorably and discriminated
 13 plaintiff as GE can't tolerate , a female engineer coming out strong and also whistleblowing
 14 these male engineers technical incompetence.
 15

16 447. Mike harsh , CTO of GEHC sent email in late 2012 (EXHIBIT 18) that managers
 17 and employees should take training on how they perceive communication from female engineers;
 18 SO GE had problem about perceiving and measuring performance, communication of female
 19 engineers
 20

21 "Men's and women's behavior is based on two different sets of cultural rules
 22 about what "right" is . Learning the cultural differences define what is "right" for
 23 men and women-together with a good sense of humor –is the first step leading
 24 meaningful inter-gender communication.
 25
 26
 27
 28

1 Following the workshops, participants will be equipped to return to both their
2 professional and personal lives seeing the world through the lenses of the other
3 gender's culture and encouraged to shape their message in new ways. "
4

5 448. There was one female project lead Dipti Patel who was responsible for integrating
6 InsiteEXC on various medical devices and she fraudulent and knowingly PASSED quality tests
7 and signed them saying product is OKAY while it was defective and whole management was
8 part of this FRAUD scheme in which one female project lead was there. Dipti Patel terrorized
9 me but it was that she was getting exposed of fraud.

10 449. Madhuri is victim being a female engineer from India and working for a large
11 organization whose managers took advantage of these conditions/systems and systematically
12 worked on discriminating, retaliating and treating Madhuri badly, giving false negative
13 evaluation and finally getting rid of her, beating her about soft skills and continuously making
14 false case, comments , character attacks, using such inappropriate tactics, selectively filtering
15 most of positive things about her, stopping her from fixing defects, doing proper design for
16 which Madhuri was hired and paid to do. Madhuri told Dave Mehring in 1on1 and also to Carl
17 Conrath and Mike Truman, Ayesh Khanalong with CEO Mike Swinford, CFO, that she is
18 treated differently and unfavorably.
19

20 450. Once Madhuri realized amount of defects and performance/maintenance issues
21 Insite Exc was having which was violation of FDA rule, quality code, HIPPA and HITECH
22 violations and risk to public health and safety –patient data; it was a fraud and conspiracy to
23 continue release/ integrate those Insite Exc agents on products like Surgery OEC for example
24 (where Madhuri was doing testing). Given it is regulated environment and Madhuri was
25 concerned to continue work on Insite Exc surgery integration in a reckless way manager/lead
26
27
28

1 wanted. Madhuri informed managers Dave Mehring/ Dave Saliis that she would consider
 2 working on another project and this is not proper. This happened in March 2012.

3 451. Despite those similarly situated employees who are not in Ms. Trivedi's protected
 4 group were doing such poor job were treated more favorably or did not receive the same adverse
 5 treatment. (Madhuri needs to work on her relationship despite doing good work for company and
 6 going above and beyond for project success).

7 452. A plaintiff may state a claim for Title VII employment discrimination using either
 8 the "direct method" or "indirect method." *Cianci v. Pettibone Corp.*, 152 F.3d 723, 727-728 (7th
 9 Cir. 1998).

10 453. My email to CTO Tim Kottak. I met Tim in person and went over everything .I
 11 requested Tim to change my reporting manager.

12
 13
 14
 15 **From:** Trivedi, Madhuri (GE Healthcare) </o=GEMAIL/ou=First Administrative
 16 Group/cn=Recipients/cn=212070205>
 17 **Sent:** Wednesday, December 19, 2012 2:03 PM
 18 **To:** *Kottak*, Tim (GE Healthcare) <Tim.*Kottak*@med.ge.com>
 19 **Subject:** RE: Thanks

20 Respected Tim *Kottak*,

21 Carl said he won't make any changes for having a dotted line manager. This is an update.
 22 Happy Holidays!

23
 24 Thanks and regards,

25 Madhuri
 26
 27
 28

From: Trivedi, Madhuri (GE Healthcare) <Madhuri.J.Trivedi@ge.com>
Sent: Wednesday, December 5, 2012 2:06 PM
To: *Kottak*, Tim (GE Healthcare) <Tim.*Kottak*@med.ge.com>
Subject: Thanks

Respected Tim *Kottak*,

Thank you for your time. I mentioned during my 1on1 to Dave Mehring yesterday about the plan; and let Carl also know about it as follows.

Work with Vigneron Philippe as a dotted line manager, on RSVP/any program for what's we are on early architecture phase/U&V (stake holder and requirement analysis)on RSVP. And RSVP will be on that phase for a while. Having a good operating mechanism is important moving forward and for a team and having a broader plan. Vigneron, Philippe will be aligned as a dotted line manager to work on such operating mechanism and other things and for me to make RSVP successful. Over the long term that develops me and my role into more as a architecture level.

Hence long term I can grow/develop myself into being an architect.

Thanks again,

Best,

Madhuri Trivedi

Software Engineer

GE Healthcare

454. My email to Gregg stratton(who was a lead systems designer)for Insite EXC where I reiterated cybersecurity issues, slacker way for quality(EXHIBIT 25), as was being exposed of technically incompetent and fraud related to InsiteEXC became aggressive, abusive language, behavior, shifting blame and daily fights via emails phones to other GE managers and I was sitting next to him..I moved my desk and GE manager david mehring made a big issue of

1 it..gave me negative rating in performance review regarding my desk move and forced me to
2 have regular meeting with Greg to improve relationship...

3 455. Used my divorce as a tool to falsely accuse me on relationship, blackmailing as
4 GE thought it as my weakness. Pre arbitration brief (exhibit 14), immigration attorney Jeff letter
5 to GE CEO (exhibit 12), Foley and Mansfield letter to GE(exhibit 15), my arbitration agreement
6 (exhibit 4)has outlined the disparate treatment I received and retaliation. These exhibits are
7 realleged and incorporated here in as part of this CAUSE of ACTION.
8

9 456. I was discriminated ,retaliated based on her nationality- as it relates to
10 immigration status H1B. Because once GE takes adverse, discriminatory action and terminates
11 me –they can cancel my H1 B-after H1 B cancellation. That’s what GE exactly did. Compared to
12 others who were not on H1B and not similarly situated (plus I didn’t keep my mouth shut and
13 joined GE’s fraud scheme).
14

15 457. Three women (apart from Trivedi)who reported to David Mehring as a reporting
16 manager and Carl Conrath as senior manager, One woman was a wife of GEHC executive- He
17 was general manager of X ray business..she had a bachelor degree from India and Ofir Dahan
18 fought that she lacked technical deep knowledge as she was not considering when product code
19 would fail in her software code(such as array out of bound exception)...
20

21 458. Another woman was Dipti patel –a woman who was signing off on Insite EXC
22 knowingly that it was defective; she was doing fraud thus. She also wrote below things on
23 TRIVEDI’ SECOND WEEK AT GEHC that
24 Trivedi is “COMPLAINING“ and “should DIPTI BE FIRED “when I was being detailed
25 oriented and that’s when all INSITE EXC fraud defects was uncovered by me that Dipti was
26 signing off on. TRIVEDI was COMPLAINING as TESTING MACHINE and PROCEDURE
27
28

were not adequate..This was complaints related to TECHNICAL ISSUE and NOT SOFT

SKILLS>

From: Patel, Dipti (GE Healthcare) [mailto:DiptiPatel@ge.com]

Sent: Friday, December 09, 2011 9:20 PM

To: Trivedi, Madhuri (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

I have sat with her spent some hours and explained (executed 1 test with her and explained each every pre-req) and seems she has so many problems..

Suby resource in India she finished almost 25% or assigned test cases.. what do I do with her..(I guess I need to be fired now for not able to make her understand simple things..) something is either wrong with me or her..

All I hear is complaining/complaining that's it..

From: Patel, Dipti (GE Healthcare)

Sent: Friday, December 09, 2011 9:49 AM

To: Trivedi, Madhuri (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

Every test resets the info.. u don't need to do anything special...

From: Trivedi, Madhuri (GE Healthcare)

Sent: Friday, December 09, 2011 9:49 AM

To: Patel, Dipti (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

Also in general, any changes are made on that machine it's better to have team know..I will reset the info...I was not aware that config files etc would be modified by someone other than me so was making sure..

From: Patel, Dipti (GE Healthcare)

Sent: Friday, December 09, 2011 9:43 AM

To: Trivedi, Madhuri (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

Madhuri, You just need to follow the test steps mentioned in test plan.

If u follow the instructions given to u/or in the DVP (every test case resets the device name information) then u will not run into any problems..

I am not sure why u have any concerns if file has some name. Run the script and it will update the name for u (if u follow steps/instructions u will not see my name there).

Thanks! Dipti

From: Trivedi, Madhuri (GE Healthcare)

Sent: Friday, December 09, 2011 9:40 AM

To: Patel, Dipti (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

I would suggest to keep the team informed of such things so we are aware of these changes and not troubleshooting that..

From: Patel, Dipti (GE Healthcare)

Sent: Friday, December 09, 2011 9:38 AM

To: Trivedi, Madhuri (GE Healthcare)

Cc: Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

Subject: RE: InSite ExC Agent testing

No/yes... (we did do some testing but that should not impact your testing) Not sure if this is stopping you from proceeding with the tests?

You need to execute the test steps as mentioned in DVP and you should be good to go.

From: Trivedi, Madhuri (GE Healthcare)

Sent: Friday, December 09, 2011 9:36 AM

To: Patel, Dipti (GE Healthcare); Gouda, Prashanth (GE Healthcare); Abraham, Suby A (GE Healthcare)

Subject: RE: InSite ExC Agent testing

Hi

Helios machine has a device membername Dipti_helios_test and not the one I registered. Dipti did you do anything on that machine. As part of the testing preconfiguring it.

From: Trivedi, Madhuri (GE Healthcare)

Sent: Thursday, December 08, 2011 11:04 AM

To: Patel, Dipti (GE Healthcare); Gouda, Prashanth (GE Healthcare); Abraham, Suby A (GE Healthcare)

Cc: Bansal, Piyush (GE Healthcare)

Subject: RE: InSite ExC Agent testing - rescheduled to 10:00 AM US CST

Hi Dipti,

Which test plans you want me to execute as you wanted to divide them between Suby and me.

Madhuri

459. Third woman also had a bachelor degree from non USA college. And was just working for some time at GEHC. They all lacked depth and breadth, multiple graduate/masters/post-graduation (technical and management education and experience) level education and unique experience that Trivedi bought and had..They were kind of Mediocre, not exposing David Mehring and Carl Conrath, others of their Insite EXC fraud, technical in competencies...David Mehring , Carl Conrath and others were NOT Threatened by these three woman as they were not challenge to them; while Trivedi was a THREAT and challenge to them as she was smart and no nonsense person. While Trivedi was making waves right from second week of joining.. None of the internal customers DIRECTLY went ahead and begged for HELP for TONS of INSITE EXC support issues they were having for a LONG TIME but these internal customers contacted Trivedi.

1 460. **Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000),**

2 The court stopped short of saying that a court must assume discrimination where a
3 nondiscriminatory reason is shown to be false. The trier of fact may reasonably find for the
4 employer where the plaintiff makes only a weak showing of evidence as to the untruth of the
5 employer's defense, or where there is ample evidence of another nondiscriminatory reason that
6 the employer did not offer.

7
8 "a plaintiff's prima facie case of age discrimination, combined with sufficient evidence to find
9 that the employer's asserted justification for its action was false, may permit the trier of fact to
10 conclude that the employer unlawfully discriminated," and that the plaintiff need not always
11 introduce additional and independent evidence of
12 discrimination..... negated by the plaintiff at trial,
13 and also that the Fifth Circuit agreed, but did not find this to be sufficient for a ruling in favor of
14 Reeves.[8] O'Connor explained that the Fifth Circuit was correct to think that the trial court
15 could find in favor of the defendant if the nondiscriminatory reason was not disproven beyond a
16 reasonable doubt, but they were mistaken in claiming that they were compelled to.[9] The
17 reasoning is that, if an employer is shown to be untruthful about the reason for a decision, they
18 may be inferred to have been covering up actual discrimination.
19
20

21 In holdingthe lower court disregarded evidence favorable to Reeves—the evidence
22 supporting his prima facie case and undermining respondent's nondiscriminatory
23 explanation—and failed to draw all reasonable inferences in his favor.
24

25 461. Trivedi may prevail as she has shown that the employer GE's response is merely a
26 pretext for behavior actually motivated by discrimination and retaliation.

27 462. Title VII also has protection for anti-retaliation —when a person complains about
28

desperate treatment despite GE retaliated...Plaintiff was concerns about her H1B and hence trying to be polite and as adjustable to GE as she can as long as her H1 B is not screwed.

SIXTH CAUSE OF ACTION

10 U.S.C. 2409 "WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR EMPLOYEES.", NDDA

463. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

464. Plaintiff has exhausted administrative remedies for the DODIG complaint, and the employee **may** bring an action against the defense contractor GE in the appropriate U.S. District Court.

465. I am *Alleging reprisal under (10 U.S.C. 2409)*, and also alleging GE violations under NDDA criminal fraud investigation.

466. *(10 U.S.C. 2409) (a) Prohibition of Reprisals.— (1) An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of the following:*

10 U.S.C. 2409(a) (1) (A) Gross mismanagement of a Department of Defense contract or grant, a gross waste of Department funds, an abuse of authority relating to a Department contract or grant, or a violation of law, rule, or regulation related to

1 a Department contract (including the competition for or negotiation of a contract) or
2 grant.

3 10 U.S.C. 2409(a) (1) (C) A substantial and specific danger to public health or
4 safety.

5
6 467. Madhuri Trivedi plaintiff alleged that management officials terminated her
7 employment in reprisal for making protected disclosures; also as per 10 U.S.C. 2409(a) (1) (A)
8 and 10 U.S.C. 2409(a) (1) (C) A substantial and specific danger to public health or safety.

9 468. During her employment and thereafter during arbitration on several
10 occasions , Ms.Trivedi made management know by in person meetings, emails and later legal
11 documents that she was retaliated for making protected disclosure to management of GE
12 healthcare (10 U.S.C. 2409(a)(2) (G) A management official or other employee of the contractor
13 or subcontractor who has the responsibility to investigate, discover, or address misconduct.)
14

15 469. Madhuri already reported to GE supervisory management as per 10 U.S.C. 2409(
16 a) (2)(G). And given arbitration substitutes court or grand jury ; I raised these in my arbitration
17 as well as per 10 U.S.C. 2409(a) (2) (F) A court or grand jury.

18
19 470. DOD signed service contract for GE medical devices that used/included “Insite
20 EXC” medical device/remote service product. 10 USC § 2409(g)(3) The term “contract” means
21 a contract awarded by the head of an agency.
22

23
24 471. **GE did violate 10 U.S.C.2409(a) (1) (A) and 10 U.S.C. 2409(a) (1)(C)as stated**
25 **below-**

26 ✓ **Gross mismanagement of a federal contract or grant**, which is “a management action
27 or inaction which creates a substantial risk of significant adverse impact upon the
28

agency's ability to accomplish its mission." *Kavanagh v. Merit*

Systems Protection Board, 176 F. App'x 133, 135 (Fed. Cir. April 10, 2006) (citing

White v. Department of the Air Force, 63 M.S.P.R. 90, 95 (1994));

✓ **An abuse of authority relating to a federal contract or grant**, which is "an arbitrary or capricious exercise of power ... that adversely affects the rights of any person or that results in personal gain or advantage to ... preferred other persons." *Doyle v. Department of Veterans Affairs*, 273 F. App'x 961, 964 (Fed. Cir. April 11, 2008) (quoting *Embree v. Department of the Treasury*, 70 M.S.P.R. 79, 85 (1996)); or

✓ **A "substantial and specific danger to public health or safety"** (alleging the nature and likelihood of the harm, as well as when the harm may occur), or a "violation of law, rule or regulation" related to a federal contract. See *Chambers*, 515 F.3d at 1367, 1369.

472. **GE made no real effort to notify employees including Madhuri Trivedi as per 10 U.S.C. 2409 (d)**

473. Plaintiff Trivedi didn't know of her right under this act (I did know that it is illegal under DOD contract terms but didn't know specific laws, statutes and administrative process with DOD IG)

Means she was not aware of her rights to file administrative complaint until it was little over/after three years and going to federal court)until after she was terminated (even after she was terminated, it took her sometime to know this act).

474. But GE knew this act (and GE knowingly let plaintiff suffer damages in violations of this act) and so did several law firm attorneys Trivedi retained to represent her but as alleged earlier none of the attorney mentioned to Trivedi about filing DOD IG reprisal complaint. ...So they schemed that if plaintiff doesn't know her right. GE thought that they won't get caught

1 hence it justified their illegal activities as being BIG corporation with DEEP POCKETS,
2 connections, lobbying power and huge money for legal defense and dragging the matter so to
3 exhaust other party who is whistleblowing.

4 475. The complainant Trivedi prevails merely by demonstrating that the protected
5 disclosure was a contributing factor in the personnel action, which can be met by showing
6 knowledge and temporal proximity.

7 476. I filed complaint to DOD IG on August 19, 2016 but first DOD investigator said
8 that a person should be a US citizen. Later when I spoke with Nilgun Tolek –Director of
9 investigations–she said no need to be US citizen but it was closed as three year statute of
10 limitation to report to DOD IG ran out as I contacted on August 19,2016 and I was terminated on
11 May 31, 2016...Though It was just few months more than three years but anyway she didn't
12 consider.

13 477. **DOD IG also had whistleblower criminal investigation and it was properly**
14 **filed** (I also had emails from head of DOD IG handling criminal investigation but I have no
15 update on that and more than 210 days have passed after filing the complaint....so federal court
16 has jurisdiction to hear the case under NDAA.

17 478. Below is Patrick DOD IG email.

18 1)From: **Gookin, Patrick, OIG DoD** <Patrick.Gookin@dodig.mil>

19 Date: Thu, Sep 8, 2016 at 2:12 PM

20 Subject: RE: [Non-DoD Source] Fwd: Department Of Defense, Office of the Inspector
21 General - Initial contact

22 To: Madhuri Trivedi <madhuri.orangehc@gmail.com>

23 We will ask the investigator assigned to fraud to contact you. They may want

1 you to submit it in some other manner.

2 Patrick W. Gookin

3 Director, DoD Hotline and Whistleblower Protection Ombuds [\(703\) 602-0036](tel:(703)602-0036)

4 **2)From: Gookin, Patrick, OIG DoD** <Patrick.Gookin@dodig.mil>

5 Date: Thu, Sep 8, 2016 at 11:51 AM

6 Subject: RE: [Non-DoD Source] Fwd: Department Of Defense, Office of the Inspector
7 General Reprisal complaint

8 To: Madhuri Trivedi , "Tolek, Nilgun, OIG DoD" <nilgun.tolek@dodig.mil>

9 Nilgun Tolek and Ian Odette only spoke to your complaint of reprisal, not
10 whether the government was defrauded. The fraud matter is overseen by the DoD
11 Hotline. Please don't assume nothing is being done about your fraud
12 complaint. We have it for action.

13 Patrick W. Gookin

14 Director, DoD Hotline and Whistleblower Protection Ombuds
15 [\(703\) 602-0036](tel:(703)602-0036)

16 Office of the Inspector General

17 U.S. Department of Defense 4800 Mark Center Drive, Suite 14L24 Alexandria, VA
18 22350-1500

19 **3)From: O'Reilly, Dermot F., SES, OIG DoD** <Dermot.O'Reilly@dodig.mil>

20 Date: Tue, Nov 1, 2016 at 9:35 AM Subject: Re: [Non-DoD Source]

21 *****

22 To: Madhuri Trivedi <madhuri.orangehc@gmail.com>, "Stebbins, Steven A., SES, OIG
23 DoD" <Steven.Stebbins@dodig.mil>

479. **41 U.S. code § 4712. Enhancement of contractor protection from reprisal for disclosure of certain information .GE is a contractor for department of Veteran affairs and recipient of other federal contracts.** 41 U.S. Code § 4712 (c) (7)Rights and remedies not waivable.— The rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment. Trivedi is a covered person as an employee of GEHC who is a Federal/public contractor and under this act GE can't force pre-dispute mandatory arbitration.

480. Since GE and arbitrator knew of this federal law from beginning which prohibited reprisal; none of them considered it at any time. Nor any of the attorney I Hired or consulted with mentioned earlier. GE's stand is "CATCH ME IF YOU CAN- GE knew violating this law but since I didn't know GE did it until GE gets caught aka until Trivedi mentions that GE violated laws"

SEVENTH CAUSE OF ACTION

RELIEF AVAILABLE UNDER DODD FRANK ACT -SECTION 1055 -12 U.S. CODE § 5565(a) (1) (ALLOWS PRIVATE RIGHT OF ACTION) and RELIEF UNDER 12 U.S.

CODE § 5565(a) (2)

12 U.S. CODE § 5536. PROHIBITED ACTS (a)(1) AND 12 U.S. CODE § 5536.

PROHIBITED ACTS (a)(3)

VIOLATION OF DODD FRANK ACT - SECTION 1057, CONSUMER FINANCIAL PROTECTION ACT (CFPA) , 12 U.S.C. 5567 EMPLOYEE PROTECTION

481. Plaintiff realleges, reasserts, and incorporates by reference the facts and

allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

482. Trivedi was directly involved in medical devices and **INSITE EXC SERVICE** ; GE provided under lease and loans under CFPA to customer/consumers these INSITE EXC SERVICE as a FINANCIAL PRODUCT/SERVICE offerings>> Hence Trivedi is involved in design, service of such financial product also a SERVICE>

483. **12 U.S.C. 5567(d) Unenforceability of certain agreements**

(1) No waiver of rights and remedies

Except as provided under paragraph (3), and notwithstanding any other provision of law, the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) No predispute arbitration agreements

Except as provided under paragraph (3), and notwithstanding any other provision of law, no predispute arbitration agreement shall be valid or enforceable to the extent that it requires arbitration of a dispute arising under this section.

[hence GE can't force pre dispute arbitration for this cause of action]

484. As stated in GE 10-K filings:-

“ Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, we are subject to prudential oversight by the Federal Reserve, as a result of GE Capital's designation as a nonbank systemically important financial institution (nonbank SIFI), which subjects us to increased and evolving regulatory requirements. General Electric Capital Corporation (GECC) is a regulated savings and loan holding company under U.S. law and became subject to Federal Reserve Board (FRB)

supervision on July 21, 2011, the one-year anniversary of the Dodd-Frank Wall Street Reform and Consumer Protection Act(DFA). In addition, on July 8, 2013, the U.S. Financial Stability Oversight Council (FSOC) designated GECC as a nonbank systemically important financial institution (nonbank SIFI) under the DFA.”

485. [10-K for GENERAL ELECTRIC CO](#)

Capital

Capital is the financial services division of GE focused on customers and markets aligned with GE's industrial businesses, whether in developed economies or emerging markets. We provide financial products and services around the globe, that are geared to utilize GE's industry specific expertise in aviation, energy, infrastructure, and healthcare to capitalize on market-specific opportunities. In addition, we continue to operate our run-off insurance activities as part of our continuing operations.

(a) Revenues of GE businesses include income from sales of goods and services to customers and other income.

(b) Sales from one component to another generally are priced at equivalent commercial selling prices.

486. GE's deceptive sales and marketing –would consumers have leased or loaned GE medical equipment and services at the PRICE and CONDITIONS GE offered; if consumers would have known defects, non conformances and cyber security vulnerabilities?

487. GE capital –healthcare finance offerings as shown below:

| Products and Services: | Markets served: | Equipment commonly financed: |
|--|--|--|
| <ul style="list-style-type: none"> • Custom Fair Market Value Leases • Equipment Loans • Tax Exempt Revenue Bonds • Taxable Revenue Bonds • Technology Management | <ul style="list-style-type: none"> • Hospitals & Health Systems • Outpatient Imaging Centers • Outpatient Surgery Centers • Physician Practices & Outpatient Clinics • Diagnostic Laboratories • Urgent Care Clinics • Skilled Nursing Facilities • Other Healthcare Providers | <ul style="list-style-type: none"> • Advanced Visualization • Anesthesia Delivery • Bone Health • Computed Tomography (CT) • Diagnostic ECG • Diagnostic Laboratory Equipment • EP Recording • Furniture & Fixtures • Healthcare IT • Hospital beds • Interventional • Magnetic Resonance (MR) • Mammography • Maternal-Infant Care • Molecular Imaging • Nuclear Medicine • Patient Monitoring • PET/CT • Radiography and Fluoroscopy • Surgical Imaging & Technology • Surgical Robots • Ultrasound • Ventilators |

488. Solutions offered by GE capital-

Providers are trying to adapt to a rapidly changing healthcare environment. Each has their own set of unique challenges and opportunities, including where they are and where they want to be. GE Healthcare Equipment Finance offers a breadth of solutions to help customers address their varied needs and goals—solutions that are also tied to clinical and operational roots of the organization so they are robust enough for long-term support.

Traditional acquisition models

In an era of uncertainty, it can be difficult for organizations to develop financial and operational strategies with the flexibility to adjust to internal and external market forces. Leasing can deliver that flexibility to manage assets, right-size capacity and drive standardization or utilization so providers can adapt to changes in reimbursement, industry consolidations, and innovations in technology.

Metric-based

Risk-sharing models offer providers the flexibility to expand and grow while addressing uncertainty regarding demand, reimbursement, and technology. Usage Based Billing (UBB) is an ideal solution for providers seeking to add new imaging technology yet uncertain that demand will support expansion. Reimbursement Based Billing (RBB) can enable increased capacity for procedures that have an uncertain reimbursement rate.

Portfolio optimization and management

When demand and reimbursement are less predictable, it becomes more important for providers to have a strategic assessment of existing assets. We help organizations create a technology management plan that is aligned with clinical, operational, and financial goals. With a full assessment of asset optimization and capital planning efficiency, we can help healthcare systems reduce operational costs.

Technology management

Some customers seek a holistic approach to technology management and financing. As experts in healthcare and finance, we can incorporate technology service, healthcare expertise, and finance in a way that helps manage technology obsolescence and lock in predictable cost structures. We can work closely with customers to understand their clinical, operational, and financial goals to help improve clinical efficacy and drive consistency through standardization and asset optimization.

Common financing products

- Custom Fair Market Value Leases
- Tax Exempt Equipment Loans
- Taxable Revenue Bonds
- Technology Management Solutions
- Equipment Loans
- Tax Exempt Revenue Bonds

489. GE Capital's verticals are aligned with GE's core industrial businesses – [GE](#)

[Capital Aviation Services](#) (GECAS), [Energy Financial Services](#) (EFS) and GE

1 Industrial Finance, which include the Healthcare Equipment Finance business, Working Capital
 2 Solutions (WCS), and other financing activities to develop lending and leasing products for the
 3 GE Store.

4
 5 490. GE Capital's Industrial Finance organization serves customers in Healthcare in
 6 USA and around the world.

7
 8 491. . *See 12 U.S.C. 5567(a) (listing activities protected under CFPA). Claims arising*
 9 *under section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection*
 10 *12 U.S.C. 5567(a) 12 U.S.C. 5567(a)*

11 (a) In general No covered person or service provider shall terminate or in any other way
 12 discriminate against, or cause to be terminated or discriminated against, any covered
 13 employee or any authorized representative of covered employees by reason of the fact
 14 that such employee or representative, whether at the initiative of the employee or in the
 15 ordinary course of the duties of the employee (or any person acting pursuant to a request
 16 of the employee), has—

17
 18 (1) provided, caused to be provided, or is about to provide or cause to be provided,
 19 information to the employer, the Bureau, or any other State, local, or Federal,
 20 government authority or law enforcement agency relating to any violation of, or any act
 21 or omission that the employee reasonably believes to be a violation of, any provision of
 22 this title [1] or any other provision of law that is subject to the jurisdiction of the Bureau,
 23 or any rule, order, standard, or prohibition prescribed by the Bureau;

24
 25

26 (4) objected to, or refused to participate in, any activity, policy, practice, or assigned
 27 task that the employee (or other such person) reasonably believed to be in violation of
 28

any law, rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by, the Bureau.

COVERED PERSON 12 USC § 5481(6)

492. (6) Covered person The term “covered person” means— (A) any person that engages in offering or providing a consumer financial product or service; and (B) any affiliate of a person described in subparagraph (A) if such affiliate acts as a service provider to such person. [Trivedi is such affiliate as an employee of GEHC of person described in subparagraph (A) GE, Service provider...] Affiliate 12 USC § 221a(b) The term “affiliate” means any person that controls, is controlled by, or is under common control with another person.

12 USC § 1817(j)(8) For the purposes of this subsection, the term— (A) “person” means an individual or a corporation, partnership, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, or any other form of entity not specifically listed herein; and (B) “control” means the power, directly or indirectly, to direct the management or policies of an insured depository institution or to vote 25 per centum or more of any class of voting securities of an insured depository institution. [under this Trivedi is GEHC CONTROLLED by GE, Trivedi controlled by GEHC, GE as a PERSON and “GE Capital (part of parent company GE) “offering loans and leases of medical devices and INSITE EXC SERVICE]

SERVICE PROVIDER 12 USC § 5481(26)(A)

(A) In general The term “service provider” means any person that provides a material service to a covered person in connection with the offering or provision by such covered person of a consumer financial product or service, including a person that— (i)

participates in designing, operating, or maintaining the consumer financial product or service; or

12 USC § 1831f(g)(4) employee(4) *Employee For purposes of this subsection, the term “employee” means any employee— (A) who is employed exclusively by the insured depository institution; (B) whose compensation is primarily in the form of a salary; (C) who does not share such employee’s compensation with a deposit broker; and (D) whose office space or place of business is used exclusively for the benefit of the insured depository institution which employs such individual.*

Trivedi was indirectly involved in such offering as she was “any authorized representative” and “Employee”. On several occasions, field personnel where GEHC medical devices leased or loaned called Trivedi to assistance on operation and service issues related to these medical devices. Hence Trivedi is considered protected as it related to offering of such “product and service”. Trivedi was involved in designing, supporting , servicing such product which was being leased and loaned.

493. As per 12 U.S.C. 5567(b), which imposes no requirement that information be conveyed to a government agency, no requirement to report to government agency in order to get whistleblower protection.

12 U.S. Code § 5536. Prohibited acts (a) In generalIt shall be unlawful for—

(1) any covered person or service provider—(A) to offer or provide to a consumer any financial product or service not in conformity with Federal consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law; or(B) to engage in any unfair, deceptive, or abusive act or practice;

(3) any person to knowingly or recklessly provide substantial assistance to a covered person or service provider in violation of the provisions of section 5531 of this title, or

1 *any rule or order issued thereunder, and notwithstanding any provision of this title,[1]*
 2 *the provider of such substantial assistance shall be deemed to be in violation of that*
 3 *section to the same extent as the person to whom such assistance is provided.*

4 494. By deceptive, fraudulent marketing, sales, leasing, lending and financing GE
 5 medical devices through GE capital; GE was violating laws. The Consumer Financial
 6 Protection Bureau oversees GE capital. GE Capital has GE Healthcare Equipment
 7 Finance . Hence by engaging in all the activities Plaintiff Trivedi did to report to GE
 8 management internally about alleged violations that CFPB oversees.; Trivedi is a
 9 “covered employee” as per 12 U.S.C. 5567(b)

10 495. Trivedi as per 12 U.S.C. 5567(a)(4) and 12 U.S.C. 5567(a)(1) objected and
 11 refused to participate in GE fraud scheme to release defective, non conforming, Cyber
 12 security vulnerabilities, hackable medical devices and service products, related
 13 activities to 100,000 medical devices in PRODUCTION inside HOSPITALS and
 14 reported her objections and such illegal activities to employer GE as per 12 U.S.C.
 15 5567(a)(1);

16 496. Trivedi reasonably believed to be in [violation](#) of law, rule, order, standard, or
 17 prohibition, subject to the jurisdiction of, or enforceable by, the [Bureau - 12](#)
 18 [U.S. Code § 5536\(a\)](#)

19 497. Even when Trivedi was assigned task to integrate InsiteEXC on Surgery platform;
 20 Trivedi’s assigned task that Trivedi reasonably believed to be in [violation](#) of law,
 21 rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by,
 22 the [Bureau](#). 12 U.S. Code § 5536(a)(1) and 12 U.S. Code § 5536(a)(3) ..It was illegal
 23 for GEHC managers, management and defendants in this complaint to assist under 12

U.S. Code § 5536(a)(3) to “GE Capital” or any such “Covered Person”, “Service Provider” at GE company who offered such loans, leasing of medical devices.

498. 12 U.S. Code § 5565. Relief available (a) Administrative proceedings or court actions

(1) Jurisdiction -The court (or the Bureau, as the case may be) in an action or adjudication proceeding brought under Federal consumer financial law, shall have jurisdiction to grant any appropriate legal or equitable relief with respect to a violation of Federal consumer financial law, including a violation of a rule or order prescribed under a Federal consumer financial law.

499. Private cause of action is available under 12 U.S. Code § 5565 as well as relief for damages, restitution, injunctive relief.

500. *The Act also prohibits actions by any “related person” violating consumer products, including:*

1. *any director, officer, or employee charged with managerial responsibility for, or controlling shareholder of, or agent for, such covered person;*
2. *any shareholder, consultant, joint venture partner, or other person, as determined by the Bureau (by rule or on a case-by-case basis) who materially participates in the conduct of the affairs of such covered person; and*
3. *any independent contractor (including any attorney, appraiser, or accountant) who knowingly or recklessly participates in any -*
 1. *violation of any provision of law or regulation; or*
 2. *breach of a fiduciary duty.*

501. Other finance related rules and regulations, statutes, state laws may apply to GE’s loan, lease, tax bond and related activity for it’s healthcare equipment finance; the matter should be looked into holistically.

502. Plaintiff did file OSHA complain (EXHIBIT 6 & 7)

EIGHTH CAUSE OF ACTION

8 U.S.C. § 1324b(a)(1), 8U.S.C. § 1324b (a)(5)**PROHIBITION OF INTIMIDATION OR RETALIATION**

503. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

504. Above cause of action prohibits employer to retaliate, discrimination based on nationality, immigration status as person(employee) who objects any unlawful practices, acts done by employer. Even while mediation, arbitration was pending, GE cancelled her H1 which is also to prohibit her from pursuing her claims under this and also to scare her off in terms of her immigration.

505. **8 U.S.C. § 1324b(a)** *Prohibition of discrimination based on national origin or citizenship status (1) General rule It is an unfair immigration-related employment practice for a person or other entity to discriminate against any individual (other than an unauthorized [alien](#), as defined in [section 1324a\(h\)\(3\) of this title](#)) with respect to the hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment—*
(A) because of such individual's [national](#) origin, or
(B) in the case of a protected individual (as defined in paragraph (3)), because of such individual's citizenship status.

506. **As per 8U.S.C. § 1324b (a)(5)-** *It is also an unfair immigration-related employment practice for a person or other entity to intimidate, threaten, coerce, or retaliate against any individual for the purpose of interfering with any right or*

1 *privilege secured under this section or because the individual intends to file or has*
 2 *filed a charge or a complaint, testified, assisted, or participated in any manner in an*
 3 *investigation, proceeding, or hearing under this section.*

4
 5 507. I filed form to the Immigrant and Employee Rights Section (IER), formerly
 6 Office of Special Counsel for Immigration-Related Unfair Employment Practices in
 7 the Civil Rights Division of the U.S. Department of Justice. Confirmation number:
 8 OSC Charge with confirmation.

9 508. **While employed at GE, even as I emailed GE HR and GE immigration**
 10 **attorney(EXHIBIT 11) that GE is violating immigration laws and atthat time I did**
 11 **INTEND to take action/file complain.**
 12

13 509. Trivedi was abused and insulted at work due to her national origin; is subjected to
 14 negative treatment by an employer GE due to her national origin. These unlawful employer
 15 behaviors also included workplace bullying and harassment due to Trivedi's country of birth.
 16 Because Trivedi's national origin is INDIA... and especially when such a lady Trivedi form
 17 India is EXPOSING them for fraud, technical incompetencies.
 18

19 510. As her nationality being INDIAN which is considered "THIRD WORLD
 20 COUNTRY" Would GE have DARED TO DO WHAT GE DID TO TRIVEDI if TRIVEDI
 21 WOULD HAVE BEEN from USA national origin or U.K./FRENCH national origin ? In
 22 Trivedi's belief her national origin played role. Also being a WOMAN from a THIRD
 23 COUNTRY INDIA; hence national origin.
 24

25 511. It prohibits citizenship discrimination when it has the purpose of discriminating
 26 on the basis of nation origin; which is case for Trivedi.
 27
 28

1 512. As alleged earlier –plaintiff has stated claims under this cause of action. As
2 plaintiff was discriminated and further retaliated, discharged in violations of 8
3 U.S.C.§1324b(a)based on her by her former employer GE
4 ✓ nationality -8 U.S.C.§1324b(a)(1)(A),
5 ✓ immigration, citizenship status]
6

7
8
9 NINTH CAUSE OF ACTION

10 BREACH OF CONTRACT

11 BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

12 BREACH OF FIDUCIARY DUTY

13
14 513. Plaintiff realleges, reasserts, and incorporates by reference the facts and
15 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
16 currently unknown.

17
18 514. Breach of fiduciary duty applies to plaintiff as well as GE stockholders,
19 shareholders.

20 515. Covenant-of-good-faith that terminations made in bad faith or motivated by
21 malice are prohibited. That's what exactly GE did- terminated plaintiff Trivedi in bad faith and
22 was motivated by malice, conspiracy as she didn't participate in GE fraud scheme, opposed and
23 spoke up.

24
25 516. Other common-law limitations including actions based on the (1)intentional
26 infliction of emotional distress, (2)intentional interference with a contract applies to Plaintiff
27 Trivedi's case.

1 517. GE is required by SEC rule to include code of business conduct and ethics
2 including in its Annual report form. And comply with it. **17 CFR § 229.406 -Code of ethics.**

3
4 518. **A. Rules enacted by the major stock exchange NYSE**

5 The NYSE requires each publicly traded company to publish a Code of Business Conduct and
6 Ethics promising not to retaliate against employees.

7 519. GE is a publicly traded company –on NYSE stock exchange.

8
9 520. First, the stock ex-changes, NYSE require their listing issuers to adopt a Code that
10 applies to all employees. Second, the Code must provide for an enforcement mechanism to
11 encourage prompt, internal reporting of violations of the Code.(See NYSE LISTING MANUAL
12 § 303A.10) .The NYSE listing requirements specifically mandate that the Code include corporate
13 assurances that it will not retaliate against an employee for reporting violations of the Code(See
14 NYSE LISTING MANUAL § 303A.10);NYSE requires that companies protect employees who
15 make reports in “good faith,”
16

17 (See NYSE LISTING MANUAL § 303A.10)***Encouraging the reporting of any illegal***
18 ***or unethical behavior. The listed company should proactively promote ethical behavior.***
19 *The listed company should encourage employees to talk to supervisors, managers or*
20 *other appropriate personnel when in doubt about the best course of action in a particular*
21 *situation. Additionally, employees should report violations of laws, rules, regulations or*
22 *the code of business conduct to appropriate personnel. To encourage employees to report*
23 *such violations, the listed company must ensure that employees know that the listed*
24 *company will not allow retaliation for reports made in good faith.*
25

26
27 NOTE:General policies about whistleblowing are not enough; these corporate governance
28 standards require *promises* not to retaliate (In the context of attempting to provide contractual

protection against sexual orientation discrimination, Ian Ayres and Jennifer Gerarda Brown note the importance of obtaining contractual promises of nondiscrimination rather than merely unenforceable nondiscrimination policies.).

521. **The NYSE listing rules require GE to promise broad whistleblower**

protection; protect employees/plaintiff Trivedi who made whistleblower disclosures in “good faith,” fair dealing as well.

522. **B. Plaintiff Trivedi signed as a condition of employment at the time of joining**

GE(EXHIBIT 28 & EXHIBIT 29) GE policies-The Spirit and the letter

The Spirit and the letter (letter is also part of SEC filing DEF 14A)(also available on GE website)— it states that “*You do not need to be certain that a violation has occurred. At the same time, you have an obligation to promptly raise a concern when you see a situation in which our integrity principles or policies are not being followed.* “

“RESPONSIBILITIES OF EMPLOYEES

✓ *Know and comply with the laws and regulatory requirements that affect your job responsibilities.*

✓ *Be the Voice of Integrity and promptly escalate any potential issues that may lead to a regulatory compliance breach.”*

NOTE- GE has itself done so much fraud, scandals, cooked account books and more

that these policies spirit. Policy Letter is merely a letter new employee required to read and sign and follow but company itself is not following.

523. Because a corporate Code always applies to the company GE and its employees

(plaintiff Trivedi), enforcing a Code promise often avoids a debate about whether a worker-plaintiff Trivedi is a “covered employee.” The anti-retaliation promise contained in GE corporate Code protects employees (plaintiff Trivedi) as a covered employee. GE Corporate Code, on the other hand, also promised to protect an employee who discloses *any* illegal or unethical activity occurring within the corporation; hence such claims to go forward under a breach of contract theory based on the employer GE ’s anti-retaliation policy as it stated on **GE policies-The Spirit and the letter** page 13 “GE absolutely prohibits retaliation”.

524. **C. Plaintiff Trivedi fulfilled her “Duty to Report Violations,”** which stated in GE policies: The spirit and the letter(SEC filing DEF 14A):” *Penalties for violations* >>*Employees and leaders who violate the spirit or letter of GE’s policies are subject to disciplinary action up to and including termination of employment. Misconduct that may result in discipline includes: • Violating GE policy, Failure to promptly raise a known or suspected violation of GE policy , Retaliation against another, employee for reporting an integrity concern,• Failure to demonstrate leadership and diligence to ensure compliance with GE policies and law.*

525. GE SEC filing DEF 14A-Code of Conduct. *All directors, officers and employees of GE must act ethically at all times and in accordance with the policies comprising GE’s code of conduct set forth in the company’s integrity policy, The Spirit & The Letter, which is published on GE’s website at www.ge.com/files/usa/citizenship/pdf/english.pdf.*

526. GE’s Anti-retaliation Promise as an Express Contract as well==also answer to GE’s defense that it was at-will employment.

1 527. **These anti-retaliation protections supersede any private ordering between**
2 **parties GE and plaintiff Trivedi, including an at-will arrangement, that would permit an**
3 **employer GE to fire or otherwise retaliate against a plaintiff Trivedi for reporting**
4 **misconduct.**

5
6 528. **D. Implied contract**

7 529. Plaintiff had an implied contract of employment for so long as Plaintiff performed
8 Plaintiff's job in a satisfactory manner.

9 530. Trivedi performed her job in a satisfactory manner. Even in her performance
10 appraisal(EXHIBIT 10) –GE manager rated her performance as "meeting expectations" but
11 made up that it is her communication skills, relationship skills which needs to be improved and
12 as a result of PRETENSE/made up false/retaliatory.

13
14 531. **E. GE made Good faith implied job contract that GE will do H1, yearly**
15 **extension of H1 and her greencard**

16 As plaintiff was on her sixth year of H1B..After SIXTH year on H1B unless employer timely
17 files greencard paperwork ,H1 B can't be extended nor can one work for another
18 employer/change job..That's what exactly GE did.

19
20 532. Also despite several requests during mediation, a arbitration and a letter to CEO
21 of GEHC by immigration attorney Jeff Goldman(EXHIBIT 12) –GE didn't file I 140 which
22 would have allowed her to extend her H1B and leave GE and work for another employer.

23 533. We requested at that time that GE keep me on leave without pay and just do
24 paperwork. But GE didn't care. It is also illegal to cancel H1 B while mediation and arbitration is
25 pending because without H1 B I had no way to be in country legally which was a weakness –GE
26 and arbitrator used that (H1 B cancellation) (EXHIBIT 12)as tools.

534. Defendant breached its contract with Plaintiff by: Terminating Plaintiff in breach of the promises made to Plaintiff; terminating plaintiff in violations of public policy ,state and federal statutes, regulatory agencies including but not limited to DOD, FDA, SEC, DOL rules and regulations. Also in violation of all other anti-retaliation, whistleblower protection laws .Cause of action claim -----stated here. Terminating Plaintiff without good cause as she did meet her performance (technical performance as well) (EXHIBIT 10)

535. The company induced Ms. Trivedi; and that GEHC would make good faith efforts to pursue permanent residency (EXHIBIT 23)for her, only to fall far short on this promise. What is particularly frustrating is the fact that GEHC did get past the most difficult part of the green card process—the US Department of Labor did certify a Labor Certification Application for her (Immigration has approved Ms. Trivedi’s petition as a person with exceptional ability/advanced degree individual).

“ Federal Court cases have clearly faulted employers for this kind of inducement and failure to use good faith in following up with this process. (EXHIBIT 23)Also, the company **neglected to file the PERM labor certification on timely manner (despite Ms. Trivedi requesting) (EXHIBIT 12), which has resulted in that she could not work for other employer(preemptive) in US.**

536. Ms. Trivedi had emailed both ;Manager Dave Mehring and lead Nate Davis mentioning this even before joining GEHC(EXHIBIT 21) .So, they are not letting Ms. Trivedi go on with her own life. Knowing these matters from beginning. Also by cancelling H1 B so I can’t proceed in arbitration or any other court.(preemptive)”

537. **Breach of contract**

1 See *Leyden v. Am. Accreditation Healthcare Comm’n*, 83 F. Supp. 3d 241, 247–
 2 48 (D.D.C. 2015). In *Leyden*, the trial court held that the plaintiff had a valid claim
 3 based on the employer’s alleged violation of its internal anti-retaliation policy.

4
 5 In *Leyden*, The defendant then terminated the plaintiff’s employment. The
 6 defendant moved to dismiss the complaint, arguing in relevant part that the anti-
 7 retaliation policy did not create contractual rights. Even if it did, the defendant
 8 contended, it had disclaimed any such rights in its employee handbook. **Court held that**
 9 **The anti-retaliation policy created an implied contract.** *Strass v. Kaiser Foundation*
 10 *Health Plan*, a case holding that an employee handbook created an implied contract. *Id.*
 11 at 247 (citing *Strass v. Kaiser Found. Health Plan*, 744 A.2d 1000 (D.C. 2000)). The
 12 court discussed how a manual could create rights, and how an employer could effectively
 13 disclaim those rights. The court also rejected the defendant’s argument about the
 14 disclaimer, noting that a disclaimer that was “rationally at odds” with the other
 15 language in the document may not cut off an implied contract.

16
 17
 18
 19 In finding an implied contract, the court focused on the employer’s invitation to
 20 report “Improper Activities” internally and on the language of the anti-retaliation policy.
 21 The court also concluded that the employer’s disclaimer, which was found in a different
 22 document, was rationally at odds with the anti-retaliation policy. .

23
 24 538. Implied covenant of good faith and fair dealing to GE and plaintiff’s implied
 25 contract.

26 Rely upon “breach of implied contract” or “promissory estoppel” theories to examine
 27
 28

1 *handbook promises to enforce anti-retaliation promises found in GE corporate Codes, utilizing*
 2 *the “handbook doctrine,” an exception to the at-will rule for employer GE promises in employee*
 3 *handbooks or manuals. Similarly, under a promissory estoppel theory, specific promises*
 4 *within a handbook increase the likelihood that a court will find that the employee Trivedi*
 5 *reasonably relied upon the statement.*

6
 7 539. As stated above;Trivedi and GE created contractual rights, Trivedi relied on anti-
 8 retaliation promise in the GE policies letter (which had **GE anti-retaliation policy which**
 9 **created an implied contract.**) she SIGNED as an condition of employment and followed duty
 10 to report violations as expressed in GE policy, federal , state laws and rules, along with other
 11 courses at GE that she was required to take as GE was in regulated environment.

12
 13 540. Madhuri Trivedi protected under the whistleblower protection policies in
 14 corporate codes of ethics as she was following that.

15
 16 541. **An employer GE has a fiduciary duty to the employee Trivedi**

17 542. A fiduciary relationship may be created by agreement of the parties. Trivedi and
 18
 19 GE created such relationship at the time Trivedi joined GE and when Trivedi signed letter stating
 20 that as long as Trivedi does her JOB, performs duty as shown in her JOB OFFER , follows “GE
 21 Policies” as mandates by NYSE –New York stock exchange ---when any of violations that
 22 Trivedi beilevs and had proof that violated laws, statutes, regulations as stated in cuase of actions
 23 in this complaint along with violation of “GE Polices”; Trivedi objected, wrote to management ,
 24 told them in=person...While GE defendants ,Fragomen defendants BREACHED such fiduciary
 25 duty.
 26

27
 28 543. See EBC I, Inc. v. Goldman, Sachs & Co., 5 N.Y.3d 11, 20 (2005). Rather, the
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1 actual relationship between the parties determines the existence of a fiduciary duty (e.g., the
2 second type of fiduciary relationship). *Id.* In *Meinhard v. Salmon*, 164 N.E. 545, 546 (N.Y.
3 1928), Justice Cardozo provided the “classic formulation” of a fiduciary duty:

4
5 New York Court of Appeals has described the duty as arising from a relationship
6 “between two persons when one of them is under a duty to act for or to give advice
7 for the benefit of another upon matters within the scope of the relation.” See *EBC I*,
8 5 N.Y.3d at 19, quoting Restatement (Second) of Torts § 874, Comment a
9
10 544. courts have long recognized that when an employee is in a position of
11 management and conducts the business of an employer, he owes that employer a fiduciary
12 duty.(holding that employees “vested with policy-making authority [with]the ability to make
13 decisions which bind the company” owe a fiduciary duty). This fiduciary duty encompasses a
14 duty of care, loyalty, and good faith. [Trivedi and defendants here apply in this analogy]
15
16

17 545. GE argument that Trivedi had POOR soft skills is not anything but PRETEXT
18 and bullying that management did ; GE falsely generated some emails and selectively solicited
19 inputs from few GEHC employees(these employees themselves where involved in Insite EXC
20 fraud and were failing TECHNICALLY either to FIX INSITE EXC OR to DEVELOP new
21 platform that would replace INSITE EXC) who would say Trivedi had soft skill issues ..GEHC
22 management never solicited/took into consideration/account feedback from DAVE SALLIS,
23 JOE PURCELL, BARRY, MOHEDDINE and several other managers, technical leads who were
24 happy with Trivedi’s technical as well as SOFT SKILLS.
25
26
27
28

1 546. The breach is actionable as there is proof that the plaintiff Trivedi suffered
2 damages as a result of the breach any failure on part of the fiduciary to act ..a breach
3 of fiduciary duty can be any behavior that is not in the best interest of the client;

4 547. GE violated/breached this code of ethics NYSE requirement by doing what
5 they did to plaintiff Trivedi.
6

7 548. GE's breach of an anti-retaliation policy in a Code of Ethics give rise to a
8 breach of contract claim. *Federal district court held that an employer's anti-retaliation policy*
9 *created ¹legally enforceable rights.*
10

11 549. As alleged above on several elements; GE breached contract.
12
13

14 **TENTH CAUSE OF ACTION**

15 **31 U.S.C. §3729 et.seq. AND 31 U.S.C. § 3802 AND RELATED WHISTLEBLOWER**
16 **REPRISAL**
17

18 550. Plaintiff realleges, reasserts, and incorporates by reference the facts and
19 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
20 currently unknown.
21

22 551. I am requesting whistleblower protection and reprisal relief under these laws as
23 well.
24

25 552. GE violated FEDERAL FALSE CLAIMS ACT, 31 U.S. Code § 3802 ; False
26

27 ¹ <https://www.zuckermanlaw.com/code-of-ethics-whistleblower-protection-lawyer/>
28

1 claims and statements; Liability- to the actions of government contractor by failing to disclose
2 product defects. General Electric is a government contractor.

3 553. GE violated Civil False Claims Act (31 U.S.C. §3729 et seq.) by knowingly
4 presenting false or fraudulent medical device SALES and service contract submitted to
5 government, conspired to defraud the government. GE conspired and “knowingly” defrauded
6 government because GE had actual knowledge of the information about InsiteEXC defects,
7 design non conformances, performance issues, cyber security vulnerabilities and potential risks
8 these vulnerabilities posed to insider attacks as well as attacks from outside network that could
9 affect/affect patients possible diagnosis of Imaging scan, and much more unspecified attack
10 vector, acted in deliberate ignorance of the truth, falsified of the InsiteEXC information ;
11 continuously selling and integrating InsiteEXC of all kinds of GE medical devices for years to
12 generate revenue and earn millions worth of medical device purchases and service contracts by
13 government. As per 31 U.S.C. §3729 et seq. Plaintiff Trivedi claims here in -Not proof of
14 specific intent of GE to defraud is required .It is also fraudulent inducement.
15
16
17

18 554. Plaintiff Trivedi engaged in protected activity; GE had knowledge that Plaintiff
19 Trivedi was engaged in protected activity; GE took an action that had a negative effect on the
20 terms, conditions, or privileges of employment, such as termination, harassment and any other
21 act that would dissuade a reasonable person from reporting violations of the [False Claims Act](#);
22 and GE retaliated against Plaintiff Trivedi because of this conduct.
23
24

25 **555. Plaintiff has alleged properly all the elements as stated above in this**
26 **complaint.**

27 556. Further stopping me from pursuing Quitam and/or any other claims by cancelling
28

1 my immigration H1B. Because quitam attorneys said that given Trivedi's immigration situation
2 they were hesitant to invest million in the quitam lawsuit if they take on contingency basis.

3
4
5 **ELEVENTH CAUSE OF ACTION**

6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

7 557. Plaintiff realleges, reasserts, and incorporates by reference the facts and
8 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
9 currently unknown.

10
11 558. Plaintiff alleges that Plaintiff's termination was wrongful because it was in
12 Violations of the public policy of the United States in that Plaintiff's termination was in
13 retaliation for Plaintiff's opposing and reporting illegal activity, as described in preceding
14 allegations for -----Under the public-policy an employee is wrongfully discharged when the
15 termination is against an explicit, well-established public policy.

16
17 559. Thompson v. St. Regis Paper Co., 102 Wn.2d 219, 232, 685 P.2d 1081 (1984).
18 Those decisions announce a return to Thompson, in which we adopted the public policy tort in
19 recognition that the at-will doctrine gives employers potentially "unfettered control of the
20 workplace and, thus, allows the employer to take unfair advantage of its employees." Thompson,
21 102 Wn.2d at 226. Thompson observed that allowing an exception to the at-will doctrine serves
22 to equalize the imbalance of power that exists in an employment relationship. Id. Our adoption of
23 the common law tort thus signified that the at-will doctrine can no longer "be used to shield an
24 employer's action which otherwise frustrates a clear manifestation of public policy." Id. at 231.

1 [Thus GE's argument about "at will" employment doesn't work here as it is used to shield GE
2 wrongdoing and puts TRIVEDI being taken unfair advantage off and exhibits imbalance of
3 power]

4
5 560. A substantial motivating reason for Trivedi's termination was her reporting to
6 GE's management, managers, seniors, its General manager Dave Elario(who threatened to take
7 Trivedi off job and already did later) its CTO, its CEO, its CFO

8 561. Trivedi refused to participate in GE's attempts to turn a blind eye to, and indeed
9 affirmatively and knowingly cover up , CFPA-consumer finance protection act, HIPPA,
10 HITECH, Sarbanes-Oxley, and other violations of federal securities laws, False claims act, and
11 Trivedi took a position adverse to GE regarding such illegal activity.
12

13 562. Wrongful discharge tort also protects employees who disclose a violation of
14 "public policy"
15

16 **TWELFTH CAUSE OF ACTION**

17 **18 U.S.C § 1512 et. Seq. - TAMPERING WITH A WITNESS, VICTIM, OR AN**
18 **INFORMANT, 18 U.S.C § 1513 et.seq. - RETALIATING AGAINST A WITNESS,**
19 **VICTIM, OR AN INFORMANT (E)**
20

21 563. Plaintiff realleges, reasserts, and incorporates by reference the facts and
22 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
23 currently unknown.
24

25 564. GE knew that FBI said that GE matter was quitam matter, and that FDA gave a
26 letter in Feb 2014, another FDA letter from Director of radiological devices; Mary Patel
27 (EXHIBIT 19),OSHA but despite continue jeopardize my livelihood by jeopardizing my
28

1 immigration and further stopping me from pursuing claims, work with /go to government
2 agencies, work on government investigations.

3
4 **THIRTEENTH CAUSE OF ACTION**

5
6 **9 U.S. CODE § 12, 9 U.S. CODE § 10(A)(3), 9 U.S. CODE § 10(A)(2) 9 U.S. CODE**

7 **§ 10(A)(1) AND CHALLENGING ARBITRATION AWARD UNDER COMMON LAW**

8
9 565. Plaintiff realleges, reasserts, and incorporates by reference the facts and
10 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
11 currently unknown.

12 566. Arbitration carries no right to trial by jury that is guaranteed by the Seventh
13 Amendment

14 567. This court has supplemental jurisdiction as it related to claims bought in here.

15 568. *New Prime Inc. v. Oliveira, 139 S. Ct. 532 (2019)*. The Court issued its decision
16 on January 15, 2019. In a unanimous decision, the Court upheld the findings of the First Circuit,
17 affirming that judgment of whether Section 1 **exceptions applied or not was a role for the**
18 **courts and not arbitration,”**

19 [the “who decides” question.]

20 **Delegation clause in arbitration is also presenting conflicts at various circuit**
21 **level.**

22 Source :---<https://www.arbitrationnation.com/> >>>>New Prime suggests that there’s a
23 difference between contractual arbitrability – issues about flaws in the arbitration agreement,
24 scope of the arbitration agreement, or procedural preconditions that need to be satisfied before
25 the recourse to arbitration is appropriate – and subject matter limits on what can be arbitrated.
26
27
28

Hence it is upto the COURT in this DISTRICT where Trivedi has filed complaint decides about this issues related to arbitration ; and not arbitrator or GE's solutions policy.

569. The Act's Statutory Bases for Vacating Arbitration Awards. The FAA's vacatur provision "show[s] a desire of Congress to provide not merely for any arbitration but for an impartial one." *Commonwealth Coatings Corp. v. Cont'l Cas. Co.*, 393 U.S. 145, 147 (1968). Arbitrators and litigants should remain mindful of instances in which the courts have found cause to vacate an arbitration award and/or refused to grant vacatur, and parties on the losing end of an arbitration may pursue these (limited) avenues of attack on awards

570. Vacating award ===== Fifth Circuit recently noted, the FAAonly 'where the award was procured by corruption, fraud, or undue means.'" *Taylor v. Univ. of Phoenix/Apollo Group*, 487 F. App'x 942 (5th Cir. 2012) (quoting *Forsythe Int'l, S.A. v. Gibbs Oil Co. of Tex.*, 915 F.2d 1017, 1022 (5th Cir. 1990))

571. JURISDICTION section has details about this cause of action; along with allegation made through out this complaint this support this cause of action

572. There is constant dispute all across country at various circuit court levels "subject matter arbitrability," mean the power of an arbitrator to hear certain categories of disputes; as a matter of public policy, various claims brought in this Trivedi's complaint. Does arbitrator has authority to hear in a PRIVATE HOTEL ROOM in A PRIVATE RECORD FOR ARBITRATION PROCEEDINGS AND HEARING SUCH COMPLEX causes of action involving cyber security, public health, safety, consumer finance, Department of defense contracts, security and exchange commission law ... Though Dodd Frank act, SOX claims, False claims act claims and CFPA-finance related claims are PRECLUDED from GE's mandatory arbitration...

573. As set forth in *Wilko*, the manifest disregard of law doctrine on her disregard of

1 the law. Thus, it is the arbitrator's failure to apply the law of which she is fully cognizant that
 2 becomes the subject of review and a potential basis for vacating an arbitration award.

3 574. See, e.g., *In re Wal-Mart Wage and Hour Emp't Practices Litig.*, 737 F.3d
 4 1262, 1267 n.7 (9th Cir. 2013) ("Courts may also vacate arbitration awards on the
 5 basis of an arbitrator's manifest disregard for law. . . . 'Although the words 'manifest disregard
 6 for law' do not appear in the FAA, they have come to serve as a judicial gloss on the standard for
 7 vacatur set forth in FAA § 10(a)(4).'" (quoting *Johnson v. Wells Fargo Home Mortg., Inc.*, 635
 8 F.3d 401, 414 (9th Cir. 2011))); *Wachovia Secs., LLC v. Brand*, 671 F.3d 472, 483 (4th Cir.
 9 2012) ("We read this footnote [in *Stolt-Nielsen*] to mean that manifest disregard continues to
 10 exist either as an independent ground for review or as a judicial gloss on the enumerated grounds
 11 for vacatur set forth at 9 U.S.C. § 10." (quotation marks omitted));
 12

13 There is CIRCUIT CONFLICT about manifest disregard of law.

14 575. See *E. Tex. Salt Water Disposal Co. v. Werline*, 307 S.W.3d 267, 270 n.7 (Tex.
 15 2010) ("Although the Company did not assert any statutory basis for vacating the award, the
 16 court held that the common law, in addition to the TAA, allows an arbitration to be set aside for
 17 . . . such gross mistake as would imply bad faith and failure to exercise honest judgment. . . . see
 18 also *Callahan & Assocs.*, 92 S.W.3d at 844.
 19
 20

21 576. 9 U.S.C. § 10(a)(3) was the First Circuit's decision in *Hoteles Condado Beach, La*
 22 *Concha & Convention Ctr. v. Union De Tronquistas Local 901*, 763 F.2d 34, 38 (1st Cir.
 23 1985). The First Circuit found that the arbitrator's failure to give any weight to this testimony
 24 violated 9 U.S.C. § 10(a)(3), since the transcript of the testimony was relevant and the sole
 25 evidence available to establish the employee's culpability. In reaching this decision, the court
 26 noted that a federal court may vacate an arbitrator's award only if the arbitrator's refusal to hear
 27
 28

1 pertinent and material evidence prejudices the rights of the parties to the arbitration
 2 proceedings,”

3 577. Gulf Coast Indus. Workers Union v. Exxon Co., USA, 70 F.3d 847, 850 (5th Cir.
 4 1995), the Fifth Circuit upheld a district court’s order to vacate an arbitration award pursuant to 9
 5 U.S.C. § 10(a)(3) based on the arbitrator’s improper conducting misleading a party as to the
 6 admission of certain pieces of key evidence. However, the arbitrator had prevented Exxon from
 7 presenting evidence regarding the chemical analysis of the ciga The D.C. Circuit has similarly
 8 noted that petitioners seeking to invoke 9 U.S.C. § 10(a)(3) must demonstrate that the excluded
 9 evidence was pertinent and material to the controversy, and that the exclusion of the evidence
 10 deprived the petitioners of a fundamentally fair hearing. See Lessin v. Merrill Lynch, Pierce,
 11 Fenner & Smith, Inc., 481 F.3d 813, 817-18 (D.C. Cir. 2007) rette,

14 578. **Trivedi’s deposition, depsoition of Bill barbiux, deposition of Meheddine was**
 15 **not entred into evidence; not arbitrator allowed Trivedi to question various witnesses**
 16 **where it would help Trivedi to prove her case and instead continuously insulted and**
 17 **interrupted Trivedi ; stopped her from asking questions..**

18 [Similarly for Trivedi case]
 19

20 **FOURTEENTH CAUSE OF ACTION**

21 **PROMISSORY ESTOPPEL AND EQUITABLE ESTOPPEL**

22 579. **Promissory estoppel and equitable estoppel** as it applies to cause of actions in
 23 this complaint. ... Plaintiff Trivedi incorporates by reference Estoppel, as though fully set forth
 24 herein as it applies to all cause of actions(where applicable) brought here in this complaint.
 25

26 580. **Promissory estoppel and equitable estoppel cause of action also applies to**
 27 **Foley & Mansfield defendant.**
 28

1 581. **Promissory estoppel is permitted in all jurisdictions.**

2 582. Promissory estoppel is a cause of action that might be asserted against a party for
3 the first party's detrimental reliance upon a promise from the second party.

4 583. Estoppel itself is used to keep a party from promising one thing and then
5 changing the circumstances after a second party has relied upon the promise.

6 584. Promissory estoppel allows the party who was wronged by his or her reliance
7 upon the specific promise or assertion to collect damages.

8 585. a representation under equitable estoppel can also be inferred from silence when
9 there is a duty to speak or when negligence as **shown by GE, defendant has arisen from a**
10 **duty of care ; by all DEFENDANTS Foley & Manfield, Jenny at Fragomen.**

11 **Representation of Fact, as it is alleged here by TRIVEDI " be a support in a cause of action"**
12 **equitable estoppel is Facts misrepresented, Facts that are concealed, Hiding**
13 **knowledge of true facts, Acting with fraudulent intent, Acting from unjust inducement,**
14 **Benefiting from detrimental reliance,**

15 586. Equitable estoppel is alternatively known as estoppel in pais and is meant to
16 protect a party to a contract from being harmed by the voluntary conduct of another party. It is
17 immaterial to a finding of equitable estoppel whether the voluntary conduct is action, silence,
18 acquiescence, or the concealment of material facts.

19 587. **The court may decide GE must uphold promises even though you don't**
20 **believe you have entered into a contract or legal agreement.**

21 588. Broken egg shells - broken promises. Estoppel itself is used to keep a party from
22 promising one thing and then changing the circumstances after a second party has relied upon
23 the promise.

1 589. Some form of legal relationship either exists or is anticipated between the
2 parties.

3 590. **Trivedi sent an email in 2011 (EXHIBIT 21) to David Mehring, GE manager**
4 **that she needs 365 but GE , Jenny Schragger failed to file PERM with department of labor**
5 **365 days before so in the event Trivedi got fired from GE; if GE would have followed it's**
6 **PROMISE made at the time of hiring---Trivedi would have joined another employer in 2013 by**
7 **getting H1 B visa extension. estoppel could be used (Exhibit 11, 20, 23 of plaintiff complaint**
8 **in this court)**

9
10 591. The High Court decision in Waltons Stores (Interstate) Ltd v Maher (1988)
11 164 CLR 387, extended the doctrine to representations about future
12 conduct. This type of "promissory estoppel" arises where the promise is given in circumstances
13 that lead the other party to assume the promise will be performed.

14
15 **[TRIVEDI relied on this promise at the time of Joining GE in 2011 that "GE in future will**
16 **file timely (before 365 days of H1 B expiry) PERM with DOL" Trivedi's Reliance by the on**
17 **the promise or representation.**

18
19 **Trivedi relying on the promise have suffered detriment; Trivedi in a worse position for**
20 **having relied on the promise. Trivedi has shown that, in the circumstances, it is unfair or**
21 **inequitable to allow GE and all defendants to do so.**

22 **Remedies**

23 592. Olex Focas Pty Ltd v Skodaexpert Co Ltd 1997 --The remedies available
24 **To Trivedi who has relied on a promise to their detriment are equitable.** This court has a
25 discretion in deciding what to do and it will do what it can to relieve
26
27
28

1 the detriment suffered. The court can force the party/GE to honor its promise, as this is
2 the only way to do justice.

3 Trivedi shows that it would be unconscionable for the promisor/GE to go back on their
4 promise.

5
6 593. Also GE's encouragement to pursue permanent residency such as
7 encouragement by the party that the promise will actually be performed. Trivedi relied on
8 it and didn't leave GE before she was fired ' relying that GE will fulfil it's permanent
9 residency promise and even Trivedi leaves GE; she could transfer her H1 to another
10 employer..But GE broke that promise.

11
12 594. A representation can be made either by words or conduct in equitable estoppel. A
13 party who has a duty to make a statement but fails to make one is in effect making a statement
14 by its silence. The party making the representation intends for the other party to rely upon such
15 a representation. After the first party makes a representation by word or deed, it may not
16 contradict its representation. The second party states that the first party is estopped from
17 changing its position based upon the first party's initial representation to the second party.
18 The second party's claim of estoppel is a defense against whatever claim the first party is
19 putting against the second party.

20
21 595. The party who detrimentally relied upon the promise made by another party may
22 use promissory estoppel to attempt to get relief for whatever problem the reliance has caused.
23 The party requesting relief will have to prove to the court that the first party made a specific
24 promise and that the second party took an action or actions based upon such a promise. In order
25 to receive relief, the result of the actions taken by the second party must have resulted in some
26 form of loss. Again, the actions taken and the loss incurred must be factual in nature,
27
28

1 or there will be no relief granted to the requesting party.

2 596. The representation that invokes equitable estoppel applies to representations
3 made by both words and/ or conduct. Although the representation must be clear and
4 unambiguous, a representation under equitable estoppel can also be inferred from silence when
5 there is a duty to speak or when negligence has arisen from a duty of care
6 Representation of Fact, is in a support in a cause of action by Trivedi as:
7

8 Facts misrepresented,

9 Facts that are concealed,

10 Hiding knowledge of true facts,

11 Acting with fraudulent intent,

12 Acting from unjust inducement,

13 Benefiting from detrimental reliance,

14 Injury to the complainant
15

16 **FIFTEENTH CAUSE OF ACTION**

17 **BREACH OF FIDUCIARY, DUTY BREACH OF THE IMPLIED COVENANT OF**
18 **GOOD FAITH AND FAIR DEALING ,BREACH OF CONTRACT GOOD FAITH,**
19 **NEGLIGENCE**
20

21 **SIXTEENTH CAUSE OF ACTION**

22 **CIVIL LIABILITY FOR AIDING AND ABETTING FRAUD**

23 **SEVENTEENTH CAUSE OF ACTION**

24 **AIDING-ABETTING BREACH OF FIDUCIARY DUTY**

25 597. Plaintiff realleges, reasserts, and incorporates by reference the facts and
26
27
28

1 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
2 currently unknown.

3 598. "Further, in Massachusetts, "courts considering jurisdictional issues generally
4 should `accord plaintiffs choice of forum a degree of deference in respect to the issue of its own
5 convenience. . . ." *Foster-Miller*, 46 F.3d at 151 (quoting *Ticketmaster-N.Y., Inc. v. Alioto*, 26
6 F.3d 201, 211 (1st Cir. 1994)). ")

8 599. District court in MA exercise supplemental jurisdiction over the state law claims
9 against the *Defendants* pursuant to 28 U.S.C. § 1367(c)

10 600. In other words, though personal jurisdiction and service of process are
11 distinguishable, they are inextricably intertwined, since service of process constitutes the vehicle
12 by which the court obtains jurisdiction. Trivedi has met Service process requirement -----
13 The Exchange Act's venue provision establishes nationwide service of process and, this Court
14 also has jurisdiction over her remaining claims as well.

16
17 601. In fact, a defendant's lack of physical presence in Massachusetts is not fatal to the
18 case for jurisdiction. *Workgroup Tech. Corp. v. MGM Grand Hotel* , 246 F. Supp. 2d 102, 113
19 (D. Mass. 2003)

20 602. The relative ease of alleging "substantial assistance" in breach of fiduciary duty
21 cases
22 is noteworthy, and likely stems in part from the high level of duty owed by the fiduciary.
23 Because of this elevated duty, when a secondary actor renders assistance the nexus between
24 assistance and harm to the plaintiff frequently is apparent, or should be.
25
26
27
28

603. *Maxchief Invs. Ltd. v. Wok & Pan, Ind., Inc.*, 909 F.3d 1134, 1137 (Fed. Cir. 2018) (“*3D Sys., Inc. v. Aarotech Labs., Inc.* , 160 F.3d 1373, 1377 (Fed. Cir. 1998) (holding that Federal Circuit law applies to personal jurisdiction over state law claims where the "resolution of the patent infringement issue" would be a "significant factor" in resolving those state law claims).”)

604. Jurisdiction pursuant to security laws, supplemental juris due to original claims joining state laws claims a, claims in Wisconsin have 6 year limitations

605. Wisconsin state law -Section 893.53 provides: "An action to recover damages for an injury to the character or rights of another, not arising on contract, shall be commenced within 6 years after the cause of action accrues

606. *Acharya v. Carroll*, 152 Wis. 2d 330, 334 (Wis. Ct. App. 1989) (“The facts are uncontested, insofar as they pertain to the statute of limitations issue. Which statute applies to the facts is a question of law which we decide independently of the trial court's analysis. *Kempfer v. Evers*, 133 Wis.2d 415, 417, 395 N.W.2d 812, 813 (Ct.App. 1986). ”)

607. *Acharya v. Carroll*, 152 Wis. 2d 330, 334 (Wis. Ct. App. 1989) (“We begin our analysis by noting that "the nature of a legal malpractice action is not determined by the nature of the underlying action or transaction in which the attorney erred." 2 R. Mallen J. Smith, *Legal Malpractice* sec. 18.2 at 68 (3d ed. 1989). Thus, the limitations period applicable to Acharya's civil rights action against the university does not determine the statute of limitations applicable to his tort claim against his attorney for malpractice. ”)

608. *Acharya v. Carroll*, 152 Wis. 2d 330, 338 n.5 (Wis. Ct. App. 1989) Because no other statute of limitations covers a tort action for legal malpractice, the six-year limitation in sec. 893.53, Stats., applies. That statute applies to an action to recover damages for an injury to the "rights of another, not arising on contract, . . . except where a different period is expressly prescribed." *Id.* Section 893.53 is a blanket limitation on tort actions when no other period of limitation is expressly prescribed." *See Woodman v. Goodrich*, [234 Wis. 565, 566-67, 291 N.W. 768, 769 \(1940\)](#) (because no other period of limitation on commencement of tort action for criminal conversation was expressly prescribed in statutes, six-year limitation in what is now sec. 893.53 applies).

(" Acharya cited three cases for the proposition that the six-year limitation of sec. 893.52, Stats. (injury to property), applies to his legal malpractice action: *Auric v. Continental Cas. Co.*, [111 Wis.2d 507, 331 N.W.2d 325 \(1983\)](#), *Boehm v. Wheeler*, [65 Wis.2d 668, 223 N.W.2d 536 \(1974\)](#), and *Denzer v. Rouse*, [48 Wis.2d 528, 180 N.W.2d 521 \(1970\)](#). None is on point. When *Boehm* and *Denzer* were decided, the separate limitation periods in the present-day secs. 893.52 and 893.53, Stats., were combined in a single statute. Sec. 893.19(5), Stats. 1969 and 1971 (six-year limitations period for "an injury to property, or for an injury to the character or rights of another, not arising on contract"); *Boehm* at 675-76, [223 N.W.2d at 539-40](#); *Denzer* at 531, [180 N.W.2d at 523](#). That combined statute then governed legal malpractice actions. Which limitation period applied did not arise on the facts in *Auric*, [111 Wis.2d at 516-17, 331 N.W.2d at 330](#).”)

609. **McGrogan v. Till** 771 A.2d 1187 (N.J. 2001) **Holding that legal malpractice actions are governed by the six year statute of limitations contained in N.J.S.A.**

2A:14-1

1 610. "Physical presence in Massachusetts is not required in order to `transact business'

2 in

3 Massachusetts." *Hannon*, 524 F.3d at 280 (citing *Fairview Mach. Tool Co., Inc. v. Oakbrook*

4 *Int'l, Inc.*, 56 F.Supp.2d 134, 137 (D.Mass. 1999) (Ponsor, J.)).

5 611. Foley has office in New York and lots of attorney practice in NY and MA. NY

6 and

7 MA are considered sister states-NY is adjacent to MA-MA and NY share border –have same

8 border-----*Shute v. Carnival Cruise Lines*, 897 F.2d 377, 384 (9th Cir. 1988) (“was distributed

9 in the area of California lying adjacent to Arizona,”) *Cubbage v. Merchant*, 744 F.2d 665, 670

10 (9th Cir. 1984) (“(residence of recipient in forum state irrelevant and incidental to benefits

11 provided by defendant in his location). Accordingly, we conclude that appellant's claim arose out

12 of or resulted from appellees' forum-related activities. ”)

13 612. MA and NY are very close in terms of distance and access. This court has

14 supplemental jurisdiction –as for serving justice ---when original federal jurisdiction based

15 claims assert/allege state law claims and here Wisconsin and Minnesota state laws could be

16 applied to adjunct Trivedi's claims against Foley. Even though Trivedi acknowledged in August

17 2016 ---she did filed lawsuit in District of MA in August 2019—within three years –few days

18 here and there –I could have not included email of august 2016 then Foley would not have

19 mentioned –but I am not doing such evasive. Also Trivedi was pursuing DHS lawsuit that would

20 have given me some relief.

21 As their website states national law firm—any person would construe that they would be

22 representing clients in any states , nationwide...

23 www.foleymansfield.com/locations/minneapolis/

MINNEAPOLIS

Founded in Minneapolis in 1989, the national defense firm of Foley & Mansfield has since expanded to serve clients from 16 offices across the U.S.

Locations > Minneapolis

<https://www.foleymansfield.com/about/>

National Reach, Local Service

ABOUT FOLEY & MANSFIELD

As a national law firm with more than 170 attorneys in offices from coast to coast, Foley & Mansfield provides legal expertise, creative solutions and extensive trial experience across multiple jurisdictions. We are committed to a value-based business model, delivering results-oriented and cost-effective legal solutions that best meet our clients' needs.

613. Foley website did attempt to establish contact to MA residents by stating that it is national reach..

Greenbroz, Inc. v. Laeger Built, LLC, Case No.: 3:16-cv-2946-CAB (BLM), at *6 (S.D. Cal. Apr. 21, 2017) (“*See 3D Systems*, 160 F.3d at 1379 (holding that unsuccessful activities directed to residents of the forum state are sufficient to establish the first prong-Purposefully Directed Activities.) ”..... Any actions in promoting and selling the Product in California relates to Plaintiff's allegations.

[Thus, Plaintiff has satisfied this prong.(Arises Out Of Or Relates To)) As stated here Trivedi has satisfied first prong-Purposefully Directed Activities and Arises Out Of Or Relates To as Foley did try to sell, promote itself to MA residents thorough it's website mentioning national reach.]

1 614. *See Bond Leather*, 764 F.2d at 932. Moreover, contrary to her contention, section
2 3(a)

3 does not require that the business be transacted within the physical bounds of Massachusetts.

4 615. "Relatively speaking, the relatedness test is a flexible, relaxed standard, as
5 suggested
6 by the disjunctive nature of the requirement." *Sawtelle*, 70 F.3d at 1389 (citations and internal
7 quotation marks omitted).

8
9 616. The First Circuit has held that sending a fraudulent misrepresentation into
10 Massachusetts fulfills the "purposeful availment" requirement. *See Murphy v. Erwin-Wasey, Inc.*,
11 460 F.2d 661, 664 (1st Cir.1972).

12
13 617. Foley knew that GE's false claims act would be national wide –GE transacts
14 business
15 nationwide and hence Trivedi's legal action would be of such ...so foreseeability when
16 representing a client Trivedi ;Foley was required and is required to have basic understanding.
17 SEC claims has nationwide service and process.....

18
19 618. Trivedi sent Foley a letter that Mass lawyer sent to **GE Jeff Goldman Exhibit 12**
20 **in**
21 **amended complaint who has office 125 Washington street suit 204 Salem MA 01970—**
22 which Foley reviewed.

23 619. A professional limited liability partnership functions like a regular limited liability
24 company. The latter is, however, being used more often for tax purposes, as it is being taxed as a
25 single entity. A limited liability company is a type of business owned by one or more people.

26
27 620. **Foley is pllp –professional limited liability partnership --hence it shouldn't be**
28

1 treated like a CORPORATION for considering at home where it is HQ or principal place
2 of business....

3 621. In professional limited liability partnership any kind of encouragement or
4 allowance
5 of unethical behavior makes other parties within the company share the liability.
6

7 622.
8 "Indeed, the general rule in this circuit holds that where a defendant's out-of-forum actions
9 intentionally cause tortious injury in the forum, jurisdiction will obtain for claims arising from
10 that injury." *Northeastern Land Services*, 988 F.Supp. at 59 (citing *Hugel v. McNell*, 886 F.2d 1,
11 4, (1st Cir. 1989) (discussing *Calder v. Jones*, 465 U.S. 783, 104 S.Ct. 1482, 79 L.Ed.2d 804
12 (1984))). "When the actual content of communications with a forum gives rise to intentional tort
13 causes of action, this alone constitutes purposeful availment." *Wien Air Alaska, Inc. v. Brandt*,
14 195 F.3d 208, 213 (5th Cir. 1999).
15

16 ”)

17
18 623. Though Trivedi knew that it was malpractice; she didn't know how to litigate
19 malpractice claims and what legal language it should be. Plus her DHS lawsuit was going on so
20 she was focused on one thing at a time –as she was doing legal research.

21 624. Defendants can cite thousand case laws –but the fact doesn't change nor the truth
22 that
23 Foley failed to ---it was gross negligence and HARM caused by Foley despite being paid for
24 their service by Trivedi –is irreparable and irreversible as the damages and loss Trivedi
25 suffered...
26

27 625. *Northeastern Land Services, Ltd. v. Schulke*, 988 F. Supp. 54, 59-60 (D.R.I. 1997)
28

1 (“The distance which Schulke must travel to defend this suit is not enough to render the exercise
 2 of jurisdiction unreasonable. Therefore, consonant with the due process clause of the Fourteenth
 3 Amendment to the United States Constitution, I find that Schulke is properly subject to the
 4 specific *in personam* jurisdiction of this court. **B. General In Personam Jurisdiction.**”)
 5

6
 7 626. See *Thompson Trading*, 123 F.R.D. at 426 (“one committing a tort in a forum
 8 does
 9 not purposefully avail himself of the benefits and protections of its laws, since such laws are not
 10 supporting and protecting his illegal activities”). Instead, due process requires that a defendant
 11 have “fair warning” that his activity may render him amenable to suit in a foreign forum. *Burger*
 12 *King*, 471 U.S. at 472, 105 S.Ct. at 2181-82. The “fair warning” requirement is met if the
 13 defendant has “purposefully directed his activities at residents of the forum, and the litigation
 14 results from alleged injuries that arise out of or relate to those activities.” *Id.* at 472-73, 105 S.Ct.
 15 at 2182 (internal citations and quotations omitted); *Thompson Trading*, 123 F.R.D. at 428.
 16 Indeed, the general rule in this circuit holds that where a defendant’s out-of-forum actions
 17 intentionally cause tortious injury in the forum, jurisdiction will obtain for claims arising from
 18 that injury. *Hugel v. McNell*, 886 F.2d 1, 4 (1st Cir. 1989) (discussing *Calder v. Jones*, 465 U.S.
 19 783, 104 S.Ct. 1482, 79 L.Ed.2d 804 (1984)); *Anderson v. Century Prods., Co.*, 943 F. Supp.
 20 137, 143 (D.N.H. 1996). ”)
 21
 22

23 627. *Northeastern Land Services, Ltd. v. Schulke*, 988 F. Supp. 54, 59 (D.R.I. 1997)
 24 (“exercise of personal jurisdiction would be consistent with the demands of “fair play and
 25 substantial justice.” *Burger King*, 471 U.S. at 476, 105 S.Ct. at 2184 (quoting *Int’l Shoe Co.*, 326
 26 U.S. at 320, 66 S.Ct. at 160). Under this inquiry, “where a defendant who purposefully has
 27
 28

1 directed his activities at forum residents seeks to defeat jurisdiction, he must present a
2 compelling case that the presence of some other considerations would render jurisdiction
3 unreasonable." *Burger King*, 471 U.S. at 477, 105 S.Ct. at 2184-85. ")

4 628. Foreseeability requires that the contacts also must be of a nature that the
5 defendant
6 could reasonably anticipate being haled into court there. *Phillips*, 530 F.3d at 28 (citations and
7 quotations marks omitted). ")

8
9
10 629. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) ("A State generally
11 has a
12 "manifest interest" in providing its residents with a convenient forum for redressing injuries
13 inflicted by out-of-state actors. *Id.*, at 223; see also *Keeton v. Hustler Magazine, Inc.*, *supra*, at
14 776. Moreover, where individuals "purposefully derive benefit" from their interstate activities,
15 ("California Superior Court, 436 U.S. 84, 96 (1978), it may well be unfair to allow them to
16 escape having to account in other States for consequences that arise proximately from such
17 activities; the Due Process Clause may not readily be wielded as a territorial shield to avoid
18 interstate obligations that have been voluntarily assumed. And because "modern transportation
19 and communications have made it much less burdensome for a party sued to defend himself in a
20 State where he engages in economic activity," it usually will not be unfair to subject him to the
21 burdens of litigating in another forum for disputes relating to such activity. *McGee v.*
22 *International Life Insurance Co.*, *supra*, at 223. ")
23 ")
24
25
26
27
28

630. *Cubbage v. Merchant*, 744 F.2d 665, 671 (9th Cir. 1984) (“[T]he forum state's natural interest in the protection of its citizens is here countered by an interest in their access to medical services wherever needed. . . . [A] state's dominant interest on behalf of its citizens *in such a case as this* is not that they should be free from injury by out-of-state. . . .”) *Vons Companies, Inc. v. Seabest Foods, Inc.*, 14 Cal.4th 434, 477 (Cal. 1996) (“California has an obvious and direct interest in protecting Vons from injury and providing it with a forum in which its claims for relief may be adjudicated, enabling it to obtain the relief to which it is entitled. Moreover, considerations of judicial efficiency overwhelmingly favor litigation of all claims in a single forum. Because California already has invested judicial resources in this litigation apart from its substantive interest in the claims, the additional interest of efficiency favors this state's exercise of jurisdiction. Finally, although the burdens on defendants are not inconsiderable, they are not such “as to make litigation `so gravely difficult and inconvenient’” that Seabest and WRMI would be at a “severe disadvantage” (*Burger King, supra*, 471 U.S. at p. 478 [85 L.Ed.2d at p. 544]) in comparison to Vons, not the least because Foodmaker's agreement to provide a defense and indemnify Seabest and WRMI substantially mitigates those burdens.”)

631. *Greenbroz, Inc. v. Laeger Built, LLC*, Case No.: 3:16-cv-2946-CAB (BLM), at *7 (S.D. Cal. Apr. 21, 2017) (“Reasonable and Fair” The burden on the defendants to meet this prong is high and in general such findings are limited to rare situations “where the plaintiff's interest and the state's interest in adjudicating the dispute in the forum are so attenuated that they are clearly outweighed by the burden of subjecting the defendant to litigation within the forum.”)

1 *Beverly Hills*, 21 F.3d at 1568; *see e.g., ASM Assembly Sys. Switzerland GmbH v. QTS Eng'g,*
2 *Inc.*, 2016 WL 278734, at *2 (S.D. Cal. Jan. 22, 2016) (finding specific jurisdiction unreasonable
3 and unfair because the defendant, a Massachusetts corporation, had no connection to California,
4 aside from a single appearance at an international trade show, and the plaintiffs were foreign
5 corporations with no contacts with California.)
6

7 Here, Defendants argue they face a substantial burden if it litigates this case in San Diego. [Doc.
8 No. 11-1 at 4.] Defendants contend they are a small corporation, "a true 'mom and pop'
9 company," and having to litigate this case in Southern California, over a 1,000 miles from
10 Oregon, would be a significant burden. [Doc. Nos. 13 at 1; 11-1 at 4.] This blanket assertion of
11 hardship is insufficient. *See Breckenridge*, 444 F.3d at 1367. In *Breckinridge*, the defendants
12 asserted that as a small company located in Colorado, defending suit in Florida would place it
13 under a significant burden. *Id.* The court held the defendant's "general assertion of hardship,
14 without supporting evidence, [was] unpersuasive." *Id.* Similar to the present case, Defendant's
15 unsupported hardship claims are insufficient. [Doc. No. 11-1 at 4.] Although Defendants do not
16 address the remaining four factors, each supports the exercise of specific jurisdiction.
17
18
19

20 632. With regard to factor two, California has an interest in discouraging the patent
21 infringement, trademark infringement and unfair competition as alleged by Plaintiff since
22 Defendant took directed actions toward California. *See Akro*, 45 F.3d at 1549 ("[t]he injury of
23 which [the plaintiff] complains—restraint of its production of goods by means of a non-
24 infringed, invalid and/or unenforceable patent—falls well within the boundaries of the sorts of
25 injuries that Ohio has an interest in discouraging.") Additionally, factors three and four support
26 the exercise of personal jurisdiction. Plaintiff has a valid interest in seeking redress in this Court
27
28
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1 as its principal place of business is in Southern California and this forum provides an efficient
2 resolution to the claims alleged since two of the claims are based on California law and the
3 others on federal law. “)

4
5 633. *Greenbroz, Inc. v. Laeger Built, LLC*, Case No.: 3:16-cv-2946-CAB (BLM), at *9
6 (S.D. Cal. Apr. 21, 2017) (“with regard to the final factor, “[b]ecause patent infringement is a
7 matter of federal law, the shared interest of the several States in furthering fundamental
8 substantive social policies is not implicated.” *Patent Rights Prot. Group, LLC v. Video Gaming*
9 *Techs., Inc.*, 603 F.3d 1364, 1371 (Fed. Cir. 2010) (quoting *Elecs. for Imaging.*, 340 F.3d at
10 1352) (internal quotations omitted). ”) Trivedi case, as

11
12
13
14
15
16 634. Foley failed to bring up “at-will employment” exception to public policy –any
17 competitive attorney would have written a strong letter mentioning some or all of it...
18 Foley also failed to mention WFEA in their letter nor mention such claims as WFEA for
19 nationality, gender, marital
20 status...

21
22 Dear Mr. Stekloof and Mr. Krammer,

23 Please be advised that this firm represents Madhuri Trivedi (“Client” or “Ms. Trivedi”) in
24 requesting reinstatement to the position from which she was wrongfully terminated by GE
25 Healthcare. We have thoroughly investigated this matter. In addition to our extensive interviews
26 of our Client and review of voluminous documentation, including e-mails and various documents
27 relating to the projects which Ms. Trivedi worked on while employed by GE, we have reviewed
28 the pertinent documents relating to Ms. Trivedi’s arbitration proceedings, deposition transcripts,
mediation statements and communications with GE Healthcare Counsel..

635. *Acharya v. Carroll*, 152 Wis. 2d 330, 334 (Wis. Ct. App. 1989) (“An action against an attorney for malpractice may sound in tort or in contract. *Boehm v. Wheeler*, 65 Wis.2d 668, 676, 223 N.W.2d 536, 540 (1974). Acharya alleges negligence. His case sounds in tort.”)

636. *Acharya v. Carroll*, 152 Wis. 2d 330, 338 (Wis. Ct. App. 1989) (“Because Acharya commenced this action within six years after he discovered the alleged negligence, he timely commenced this action. We reverse the order of the trial court dismissing his action on the basis of a three-year statute of limitations.” (“*Lewandowski v. Continental Casualty Co.*, 88 Wis.2d 271, 277, 276 N.W.2d 284, 287 (1979). The establishment of causation and injury may, as here, involve allegations that the attorney's negligence deprived the plaintiff-client of a successful prosecution or defense of a prior claim. *Glamann v. St. Paul Fire Marine Ins.*, 144 Wis.2d 865, 870, 424 N.W.2d 924, 926 (1988).”)

637. A fiduciary duty is a duty or responsibility to act in the best interest of someone else. The person who is duty bound to another person, in a fiduciary relationship, is called a fiduciary. Such relationship existed between Foley and Trivedi.

638. The fiduciary (defendant Foley) had duties such as acting good faith, being transparent with pertinent information, and being loyal to the plaintiff.

639. Facts here as Trivedi stated prove that the defendant Foley failed their duty by withholding pertinent information, failing in their responsibilities or misrepresenting the statement of fact/ laws related to advising Trivedi on challenging arbitration in court, SOX, Dodd

1 Frank SEC whistleblower claims and other claims (nor added in GE letter any of such
2 information)

3 640. I have mentioned history related to Foley's failure in previous section named
4 "facts related to allegation" ; so Trivedi realleges, reasserts, and incorporates by
5 reference the facts and allegations stated in the previous paragraphs
6

7 641. **Foley didn't mention in letter sent to GE (EXHIBIT 15)that Trivedi can**
8 **legally challenge arbitration award; nor made strong argument about claims brought here**
9 **in this complaint.**

10 642. Though partner Seymour was employment, labor and arbitration specialist.

11 643. Seven or so attorneys at Foley reviewed my file. None of them mentioned ever in
12 LETTER SENT TO GE or LATER TO ME **"about going to district court for vacating**
13 **arbitration award nor claims as mentioned in this complaint."**
14

15 644. **Foley & Manfield partner IMMIGRATION ATTORNEY Michael Davis**
16 **who provided no advise, input nor solution and ONLY thing did was to HIGHLIGHT**
17 **PROBLEMS as GE WITHDREW H1B visa. (EXHIBIT 31)..I was so disturbed after I**
18 **spoke with Michael Davis.**
19

20 645. David Haron referred me to another quitam law firm in Texas as shown here.

21 646. David Haron also asked me to call Patrick Burns in Washington DC; Patrick is
22 director of Taxpayers Against **Fraud** <https://taf.org> **(EXHIBIT 30)**
23

24 647. At that time as David said that Maro E. Bush, Mercedes Varasteh Dordeski were
25 partners with David Haron on Quitam side and David said they both were PREGNANT.)

26 648. In the end, partner Seymour happily forwarded/referred me to another
27 employment attorney who was also quitam attorney as shown here in EXHIBIT 31.
28

1 649. Even though next day of receiving arbitration award I forwarded award
2 (EXHIBIT 30) to David Haron, Seymour Mansfield and Andrew Shedlock along with other.
3 And they all read it.

4 650. In 2016 Trivedi sent Email to Foley & Mansfield that **law firm failed to**
5 **mention motion to vacate arbitration award at any time which cause Trivedi** significant
6 damages, financial loss. **EXHIBIT 33.**

7
8 651. the existence of a fiduciary relationship is not dependent solely upon a statute or
9 contractual relation. See EBC I, Inc. v. Goldman, Sachs & Co., 5 N.Y.3d 11, 20 (2005). Rather,
10 the actual relationship between the parties determines the existence of a fiduciary duty (e.g., the
11 second type of fiduciary relationship). Id. In Meinhard v. Salmon, 164 N.E. 545, 546 (N.Y.
12 1928), Justice Cardozo provided the “classic formulation” of a fiduciary duty:

13
14 652. New York Court of Appeals has described the duty as arising from a relationship
15 ““between two persons when one of them is under a duty to act for or to give advice for the
16 benefit of another upon matters within the scope of the relation.”” See EBC I, 5 N.Y.3d at 19,
17 quoting Restatement (Second) of Torts § 874, Comment a

18
19 653. Burger King Corp. v. Rudzewicz, 471 U.S. 462, 486 (1985) (“We also have
20 emphasized that jurisdiction may not be grounded on a contract whose terms have been obtained
21 through "fraud, undue influence, or overweening bargaining power" and whose application
22 would render litigation "so gravely difficult and inconvenient that [a party] will for all practical
23 purposes be deprived of his day in court”)

24
25 654. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 477 (1985) (“Similarly, a
26 **defendant**

1 claiming substantial inconvenience may seek a change of venue.”) Foley asking dismissing action
2 instead of changing venue of they inconvenience —is just another attempt to ESCAPE
3 wrongdoing foley did and me being pro se and system being broken.

4
5 655. Now GE is HQ is Boston, and GE is at home —and claims arising out of GE
6 employment of Trivedi which Foley & Mansfield represented Trivedi for. Given the change of
7 HQ of GE—MA court has jurisdiction as it related to GE claims here and Foley malpractice
8 claims ---

9 656. If change of venue is what foley & Mansfield wants that court transfer case to
10 Wisconsin or Minnesota district court---given the preference given to plaintiff choice of forum,
11 convenience and as joinder of claims , codefendants---jurisdiction can be exercised at this
12 venue...As venue is the concerned related jurisdiction then best bet for foley was to file motion
13 for order to show cause why this case shouldn’t be transferred in WI or MN..but foley thought
14 that let’s take pro se plaintiff on a ride and make a parody of legal system and continue escape
15 liabilities of wrongdoing done intentionally by filing motion to dismiss for lack of court’s
16 personal jurisdiction.....Venue can be agreed by consent.

17
18
19 657. Trivedi has pleaded in her complaint pleading legal malpractice must allege (1)
20 the
21 existence of the relationship of attorney and client, (2) the acts or omissions constituting the
22 alleged negligence, (3) cause, and (4) injury.

1 658. Explaining that, with respect to a breach-of-contract claim, we focus on "the
2 parties'
3 'prior negotiations and contemplated future consequences, along with the terms of the contract
4 and the parties' actual course of dealing'" (quoting Burger King Corp. v. Rudzewicz, 471 U.S.
5 462, 479 (1985))
6

7 659. Massachusetts Long-Arm Statute Mass. Gen Laws. ch. 223A, § 3§ 3. Personal
8 Jurisdiction Based Upon Acts or Conduct Within Commonwealth (c) causing tortious injury by
9 an act or omission in this commonwealth;
10

11 660. As the DHS alert complaint paragraph 1—happened in 2018 march ---Foley's
12 acts ,
13 omissions caused torturous injury on Trivedi as well as in this commonwealth of MA –aka MA
14 residents whose medical data, safety is/was potentially harmed and were injured. If foley would
15 have brought all the claims Trivedi is alleging now –MA would have recouped along with other
16 states /and/or part of federal system being a STATE—recoup money under false claims
17 act....securities fraud...
18

19 661. Defendants have not made a particular showing that the burden on them would be
20 ‘severe’ or ‘gravely difficult.’” Indeed, there is no alternative forum for this action
21

22 662. This case presents EXCEPTIONAL CIRCUMSTANCES. Hence court has
23 jurisdiction..
24

25 663. As shown here Foley & Mansfield acted in negligence, had a fiduciary duty,
26 breach this duty and duty breach of the implied covenant of good faith and fair dealing ,breach of
27 contract good faith,. Trivedi suffered damages and financial loss due to that.
28

1 Given that Foley is a defense law firm –for them defending big corporate clients who can pa
 2 them hundreds of thousands in representation and litigation is more of business model than
 3 providing legal service to Trivedi. Given that Andrew Shedlock who spent time and looked
 4 matter in lots of details and Andrew is the one representing clients in SEC investigations –mostly
 5 Defendants who violates SEC laws that Andrew represent –He had a clear motive –to get
 6 corporate clients at Foley and/or another law firm –where he wouldn’t go on and expose GE of
 7 securities fraud such as to he will lose FUTURE Corporate clients who are like GE-SEC law
 8 violators but Andrew would represent them in future as to ---

10 664. As stated on Andrew’s law firm website kutakrock.com

11
 12 *Andrew's practice includes securities litigation, commercial litigation, business and*
 13 *corporate law and general civil litigation. He has been actively involved in multiple*
 14 *securities litigation matters. Additionally, Andrew regularly counsels clients on*
 15 *business formation issues and corporate structuring. He has also defended clients*
 16 *involved in investigations by the Securities and Exchange Commission, FINRA and*
 17 *state regulators.*

19
 20 665. Despite this as Andrew who read entire file of Trivedi, he totally neglected SEC
 21 claims..

22 666. 17 CFR § 205 and (15 U.S.C. 7245) Case 3:15-cv-02356-JCS Document 132 SEC
 23 *amicus brief on attorney code of conduct Section 307 of the Sarbanes-Oxley Act of 2002 (the*
 24 *"Act") (15 U.S.C. 7245)*

1 *though Andrew was not presenting an ISSUER/GE but Trivedi...But the point is attorneys*
 2 *have legal/professional obligations.. Andrew and other attorneys had legal obligations kind of*
 3 *related to 15 U.S.C. 7245- not aid and abet in fraud.*
 4

5
 6 667. *Tort action here is that of negligence on Foley attorneys that led to economic*
 7 *loss, emotional distress..*

8 668. **Aiding and Abetting Fraud**

9 669. A “liberal notice pleading” standard should govern aiding-abetting claims,
 10 pursuant to FED. R. CIV. P. 8(a). *See Linde v. Arab Bank, PLC*, 384 F. Supp. 2d 571,
 11 579–80 (E.D.N.Y. 2005).
 12

13 670. *Gabriel Capital, L.P. v. Nat. West Fin., Inc.*, 94 F. Supp. 2d 491, 511 (S.D.N.Y.
 14 2000) (financial institutions subject to liability for assisting Enron Ponzi scheme)

15 671. It also has been held that one may be subject to aiding-abetting liability if one
 16 “gives
 17

18 substantial assistance to the other in accomplishing a tortious result and the person’s own
 19 conduct, separately considered, constitutes a breach of duty to the third person.”*Fiol v.*
 20 *Doellstedt*, 58 Cal. Rptr. 2d 308, 312 (Cal. Ct. App. 1996); *Saunders v. Superior Ct.*, 33 Cal.
 21 Rptr. 2d 438, 446 (Cal. Ct. App. 1994). *See also* RESTATEMENT (SECOND) OF TORTS §
 22 876(c) (1979).
 23

24
 25 672. An aider and abettor of a fraud is regarded as equally responsible, in terms of civil
 26 liability, with the perpetrators of the scheme. However, because aiders and abettors, unlike
 27 conspirators, do not agree to commit, and are not subject to liability as joint tortfeasors for
 28

committing, the underlying tort, they may be subject to liability irrespective of whether they owed to the plaintiff the same duty as the primary violator. (*Neilson*, 290 F. Supp. 2d at 1135.)

673. Aiding and abetting gross negligence was held actionable, for example, in a case where the defendants were attorneys who had advised an S&L institution that later failed. (*Resolution Trust Corp. v. Farmer*, 823 F. Supp. 302 (E.D. Pa. 1993).)

674. unlike a cause of action for conspiracy, the knowledge requirement for aiding and abetting liability may be satisfied by proof that a defendant acted recklessly (*See Tew v. Chase Manhattan Bank, N.A.*, 728 F. Supp. 1551 (S.D. Fla. 1990), *amended on reconsideration*, 741 F. Supp. 220 (S.D. Fla. 1990); *see also Levine v. Diamanthusel, Inc.*, 950 F.2d 1478, 1483 (9th Cir.1991); *FDIC v. First Interstate Bank of Des Moines, N.A.*, 885 F.2d 423, 432–33 (8th Cir. 1989).).

675. Where facts are known to the defendant from which the conclusion objectively follows that a fraud is being perpetrated (and assisted by defendant), aider-abettor liability may exist even if the defendant lacked “actual knowledge.” *See generally Javitch v. First Montauk Fin. Corp.* 279 F. Supp. 2d 931, 941 (N.D. Ohio 2003).

676. In *Betz v Blatt*, 2018 NY Slip Op 02444 (2d Dep’t Decided on April 11, 2018) the Second Department addressed claims of aiding and abetting fraudThe plaintiff commenced the action against the defendants seeking to recover damages for legal malpractice, fraud, and other torts arising out of work the attorney-defendants each performed relating to the administration of an estate of the decedent by the decedent’s brother Carbone. The defendants represented Carbone and/or the estate in contested probate proceedings in Surrogate’s Court, including an accounting which was contested and that was submitted by Carbone in those probate proceedings. In his will, the decedent left the bulk of his estate to his daughters, one of

whom was the plaintiff, and named his brother as executor. After the contested probate proceedings, including the contested accounting, Carbone's letters testamentary were suspended, he was surcharged in excess of \$1,025,000 for his looting and mismanagement of the estate, the court found him in contempt, and he fled the jurisdiction. The daughter then sued the attorneys involved in the estate administration with Carbone.

On the claims against certain of the attorneys for aiding and abetting the fraud perpetrated by Carbone, **the Second Department explained:**

*"To recover for aiding and abetting fraud,Substantial assistance' requires an [*3]affirmative act on the defendant's part"* (Fox Paine & Co., LLC v Houston Cas. Co., 153 AD3d at 679, quoting Baron v Galasso, 83 AD3d 626, 629; see Markowits v Friedman, 144 AD3d at 996). "[T]he mere inaction of an alleged aider or abettor constitutes substantial assistance only if the defendant owes a fiduciary duty directly to the plaintiff" (Markowits v Friedman, 144 AD3d at 996 [internal quotation marks omitted]).

The portions of the proposed second amended complaint that alleged, among other things, that the Sirignano defendants knew of Carbone's fraudulent and wrongful acts and assisted him in concealing those acts from the beneficiaries. The allegations detailed specific false claims that the Sirignano defendants made or defended on Carbone's behalf, which are adequate to support the plaintiff's cause of action alleging aiding and abetting fraud. Thus, the Supreme Court properly granted the plaintiff leave to replead that cause of action against the Sirignano defendants.

1
2 ^{677.} In *Geman v. Securities Exchange Commission*, (334 F.3d 1183 (10th Cir. 2003).) a
3 brokerage firm began an undisclosed practice of executing trades as principal with its brokerage
4 customers. The firm without notice ceased reporting to its customers trades executed as
5 “principal” and customers later sued on the ground the trades had been concealed from them and
6 disadvantaged them. (*Id.* at 1188–91.) The Court observed that Geman, the alleged aider-abettor,
7 “clearly was aware of the cessation of reporting under the former system and, with his extensive
8 background and experience, surely knew that an alternative reporting practice [to disclose the
9 trades on which the brokerage acted as purchaser of customers’ securities] was necessary (which
10 he does not deny).” Notwithstanding this awareness, Geman “took no steps to ensure that— or
11 inquire whether—[the firm] was making alternative arrangements to satisfy record keeping
12 obligations.” Geman’s simple “inaction,” which the court regarded as “reckless,” was sufficient
13 to support the finding that he willfully aided and abetted the firm’s record keeping violations. (*Id.*
14 at 1195.)
15 while aiding and abetting may not require a defendant to agree to join the wrongful conduct, it
16 necessarily requires a defendant to reach a conscious decision to participate in tortious activity
17 for the purpose of assisting another in performing a wrongful act. A plaintiff’s object in asserting
18 such a theory is to hold those who aid and abet in the wrongful act responsible as joint tortfeasors
19 for all damages ensuing from the wrong.

20
21 678. Trivedi has established Loss causation between the primary fraud and the
22 victim’s losses throughout this complaint.

23
24
25
26 **679. Appeals Court OKs Fraud Claims Against Lawyer**
27 **Included in Investors’ Lawsuit**

<https://www.law.com/dailyreportonline/2019/06/21/appeals-court-oks-fraud-claims-against-lawyer-included-in-investors-lawsuit/?slreturn=20190927150842>

The Court of Appeals agreed with the trial judge that a lawyer who worked for man accused of swindling investors out of \$3.5 million could be named as a co-defendant and face claims for aiding and abetting a fraud.

By [Greg Land](#) | June 21, 2019 at 10:41 AM

see Markowits v Friedman, 144 AD3d at 996). “[T]he mere inaction of an alleged aider or abettor constitutes substantial assistance only if the defendant owes a fiduciary duty directly to the plaintiff” (*Markowits v Friedman*, 144 AD3d at 996 [internal quotation marks omitted]).

Foley & Mansfield had Fiduciary duty towards plaintiff Trivedi

680. *Cacciola*, 733 N.E. 2d at 139–40. There, however, counsel had an independent duty to the partnership. *Id.* at 137.

681. *Sompo Japan Ins., Inc. v. Deloitte & Touche, LLP*, No. 03 CVS 5547, 2005 WL 1412741, *4 (N.C. Sup. Ct. June 10, 2005). In *Sompo*, the court concluded that knowledge of the underlying fraud (plus assistance) was prerequisite to aiding-abetting fraud and because, in the court’s view, these elements duplicated a fraud claim, aider-abettor liability was superfluous. The court made a fairly obvious error. Fraud arises from the making of a misrepresentation or the commission of some other deception, whereas aiding-abetting may involve a degree of assistance that in no way (by itself) deceives anyone.

682. Enabling Fraud to Proceed by Failing to Speak When Obligated

1 Mere inaction, even with knowledge of another's wrongdoing, usually is insufficient to give rise
2 to aider-abettor liability. However, an important exception exists when the circumstances gave
3 rise to a duty to warn, advise, counsel, or instruct the plaintiff.
4

5 683. Substantial assistance or encouragement of the client's breach of fiduciary duty
6 needs
7
8 to rise to "affirmative conduct that actually furthers the client's breach of fiduciary duty, done by
9 the attorney with knowledge that he or she is furthering the breach."
10

11 684. The Third Circuit Court of Appeals, taking all of this in, observed that, unlike in a
12 conspiracy case, plaintiffs did not need to plead "shared intent." Civil liability for aiding and
13 abetting arises when one knows the other's conduct constitutes a breach of duty "and gives
14 substantial assistance or encouragement to the other so to conduct himself" (*Id.* at 415 n.3
15 (quoting RESTATEMENT (SECOND) OF TORTS § 876(b) (1964)).)
16
17

18 Because the defendant law firm knew DeLorean was seeking to perpetuate a fraud on his
19 creditor, the firm's extensive involvement and assistance in the scheme subjected it to liability as
20 aider-abettor.
21

22 685. Plaintiff Trivedi has plead that the actions of the aider-abettor "proximately
23 caused" the harm on which the primary liability is predicated. Such causation has been mean the
24 injury was "a directly reasonably foreseeable result of the conduct." Foley & Manfield (the aider
25 and abettor) provided assistance that was a substantial factor in
26
27
28

causing the harm suffered including **but not limited to file Dodd Frank whistleblower claims,**

Vacate arbitrator's award.

686. In the Court of Appeals of Georgia
A19A0706. SIAVAGE v. GANDY et al. **June 18, 2019**

Although the Appellant argues that the complaint fails to allege that he had actual knowledge of any of Ramdeen's alleged misrepresentations, we conclude that, "within the framework of the complaint, evidence may be introduced which will sustain a grant of relief to the plaintiff[.]" (See *Babalola v. HSBC Bank, USA*, 324 Ga. App. 750, 752 (2) (751 SE2d 545) (2013) ("[I]t is not necessary for a complaint to set forth all of the elements of a cause of action in order to survive a motion to dismiss for failure to state a claim.") (citations and punctuation omitted).)

686.1. Specifically, the court concluded that "it [was] possible for [the Appellees] to introduce evidence showing that Ramdeen's false representations were made with a present intent not to perform, were designed to induce [the Appellees] to act or refrain from acting, and resulted in damage to [the Appellees] as a result of their justifiable reliance."

[Trivedi here can establish that Foley's false representations with a present intent not to perform, were designed to induce [Trivedi] to act or refrain from acting(pursuing SEC claims, quitam, vacating arbitrator award and other claims mentioned here nor wisconsin fair employment act-WFEA), and resulted in damage to [Trivedi] as a result of their justifiable reliance. "]

687. **Statutory provision for nationwide service of process and**

defendants have sufficient contacts with united states, not the state in

which the federal court sits.

Securities fraud and representing for SEC allows nationwide service and process and in claim 14

and 15 but Foley is also involved in other cause of actions as because of their malpractice

Trivedi have these cause of action --including vacating arbitrator award claims

1 So cause for actions 14, 15 13(arbitration , common law) and securities fraud applies to foley as
2 well.

3 688. The national contacts doctrine provides that in federal question cases, the court
4 has
5 personal jurisdiction over defendants when there is a statutory provision for nationwide service
6 of process and defendants have sufficient contacts with united states, not the state in which the
7 federal court sits. *Federal trade commission v. Jim walter corp.*, [651 f.2d 251, 256-57](#) (5th cir.
8 Unit a july 1981).

9
10 689. *In re Charter Oil Co.*, 189 B.R. 527, 529 (Bankr. M.D. Fla. 1995) (“The Court
11 finds
12 *Jim Walter* not only more persuasive, but also binding precedent in this case. In *Jim Walter*, a
13 federal question case, the defendant argued that nationwide service of process under [Federal](#)
14 [Rule of Civil Procedure 4\(e\)](#) violates the Fifth Amendment guarantees of Due Process when the
15 entity served has no relationship with relevant federal district in which the court sits. *Jim Walter*,
16 [651 F.2d at 254](#). The Fifth Circuit rejected the defendant's argument, and ruled that the
17 "minimum contacts" analysis used in *International Shoe* does not apply to a federal question
18 case. *Id.* at 256-57. The court reasoned that the minimum contacts doctrine arose out of the
19 inherent concepts in sovereignty that prevents a state court from exercising jurisdiction over
20 those who have no contacts within the forum state. *Id.* The court further reasoned that the judicial
21 powers of the federal courts are not limited by boundaries of particular district. *Id.* at 256-57.
22 Due Process requires only that a defendant in a federal question suit have minimum contacts
23 with the United States, the sovereign that has created the court. *Id.*”)

690. *In re Charter Oil Co.*, 189 B.R. 527, 530 (Bankr. M.D. Fla. 1995) (“After
 combing
 through each syllable of *Ireland*, this Court finds that *Jim Walter* was neither mentioned, nor
 expressly or impliedly contradicted in *Ireland*. Thus, *Jim Walter* remains intact after *Ireland*. ”)
In re Charter Oil Co., 189 B.R. 527, 530 n.7 (Bankr. M.D. Fla. 1995) (“*See, e.g., Busch v.*
Buchman, Buchman O'Brien, Law Firm, [11 F.3d 1255, 1257-58](#) (5th Cir. 1994) (holding that a
 court can exercise personal jurisdiction over a defendant in a federal question case if the
 defendant has minimum contacts with the United States); *United Liberty Life Ins. v. Ryan*, [985](#)
[F.2d 1320, 1330](#) (6th Cir. 1993) (concluding that a federal district court can exercise personal
 jurisdiction over defendants when the federal statute in question provides for nationwide service
 of process); *United Elect. Workers v. 163 Pleasant Street Corp.*, [960 F.2d 1080, 1085-86](#) (1st
 Cir. 1992) (holding that in federal question cases sufficient contacts to justify the assertion of
 personal jurisdiction exist whenever the defendant is served within the sovereign of the United
 States);.. The national contacts analysis requires that defendants have national contacts with the
 United States, not the State of Florida. *Jim Walter*, [651 F.2d at 256-57](#). Defendants are within the
 territorial boundaries of the United States, residing in the State of Texas. Therefore, this Court
 can exercise personal jurisdiction over defendants because they have minimum contacts with the
 United States. ”)

IRREPARABLE INJURY, INJUNCTION

Monetary damages at a later date ,time would not adequately compensate Trivedi for the injuries
 Trivedi sustained , are sustaining and will sustain as a result of the events described above and as
 stated above reasons; such compensation could not be measured.

RELIEF

691. I pray to court and Judge to take this complaint's allegations as a whole, Look at all these matter and allegations holistically, humanly and give JUSTICE- and give all the relief , to make plaintiff whole.

692. WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

693. For monetary damages against Defendants, and each of them, in an amount sufficient to compensate Plaintiff for loss of income, loss of benefits, loss of use, for emotional distress, and for the injury and damage that Defendants have caused to Plaintiff's name and reputation;

694. Front pay-all the salary she lost since she was illegally terminated.

695. double back pay damages for all violations;

696. Restore and Resolve immigration petition, benefits and her prior employment based visa that she lost and do that backdated including to the date 2010 at GE Boston.

697. For punitive damages against Defendants in an amount sufficient to deter them from engaging in similar misconduct toward other employees, and to make an example of them to others who may otherwise be inclined to engage in such wrongful conduct;

698. Monetary damages as per Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]

699. Monetary damages as per SOX, and other cause of actions mentioned above.

700. Damages for emotional distress, economic loss, defamation, intentional infliction of emotional distress.

701. That Plaintiff be awarded an amount of money that will fairly compensate her for the emotional and physical pain and suffering caused by Defendants' unlawful acts;

702. Plaintiff's reasonable legal cost and fees,

703. For injunctive relief, as the Court may deem proper.

704. For such other, further relief, as the Court may deem proper.

705. If court find proper; issue order for relief in PUBLIC INTEREST as well

EXHIBITS

Plaintiff realleges, reasserts, and incorporates by reference the facts and Allegations, evidence stated in these EXHIBITS into this second amended complaint.

1. A. GE Medical Devices Vulnerability _ The Department of Homeland Security (DHS)_ICS-CERT ALERT DATED March 2018.

1. B. Detail of alert with INSITE EXC (one of many alert)

GE Medical Devices Vulnerability _ The Department of Homeland Security (DHS)_ICS-CERT ALERT –

2. My email to GE CEO, GE board of directors and others.

3. GE board of director inquiry

4. Arbitration complaint against GE

5. Letter from FDA,

6. OSHA complaint (included Exhibit 3- Arbitration complaint against GE , Exhibit 5a- FDA letter, Exhibit 7 below; and other documents along with phone chat, emails.

7. OSHA complaint attachment 1 summary ,OSHA complaint attachment 2 InsiteEXC defects and other violations)

- 1 8. OSHA Response
- 2 9. Insite Production issue and Insite 400 critical defects powerpoint
- 3 10. Madhuri Trivedi Performance appraisal
- 4 11. GE immigration attorney and HR email that GE canceled my H1 B visa while mediation
- 5 and arbitration is PENDING. And won't pursue any immigration I 140 paperwork.
- 6 12. Immigration attorney Jeff letter to GE healthcare global service CEO
- 7 13. Mediation statement by CROSS law firm
- 8 14. Despres, Schwartz and Geoghegan, Ltd. Attorney Mike Persson pre arbitration brief
- 9 15. Foley and Mansfield national law firm letter to GE
- 10 16. Bill Barbiux deposition highlights
- 11 17. Deceptive, with omission, concealing defects;
- 12 "InsiteEXC "product manual, sales and marketing brochures for all kinds of devices
- 13 ultrasound, surgery, Lunar and more;
- 14 press releases, news coverage
- 15 18. GEHC CTO Mike Harsh email to all employees about GENDER speak in technology.
- 16 19. FDA director Pastel Marry letter-FCA
- 17 20. Approved LCA from DOL for GE/GE transportation H1B related
- 18 21. Trivedi's email communication with manager Dave and Nate before joining GEHC
- 19 about filing PERM 365 before H1 B expires
- 20 22. GE manager Dave Sallis in my performance review writing that it is GE's problem
- 21 23. Permanent residency introduction letter –immigration attorney
- 22 24. Arbitration subpoena to GEHC CEO, CTO, general manager, architect, manager,
- 23 engineer and other
- 24
- 25
- 26
- 27
- 28

- 1 25. Email to lead designer at GE Gregg Stratton about being retaliated for cybersecurity,
- 2 quality issues
- 3 26. 1000 page test document
- 4 27. David –GE manager perjury , engineers (Sachin Kendale wrote query that took 40
- 5 minutes to load on screen) never used database performance tuning tool of \$30 and
- 6 Trivedi had to fight to get it.
- 7 28. GE job offer to Trivedi-conditioned to signing and following GE policies-“The Spirit and
- 8 the Letter”
- 9 29. SIGNED GE job offer –acknowledgement-conditions of employment - GE policies-“The
- 10 Spirit and the Letter”,
- 11 30. InsiteEXC security- **“Enable memory protection to help mitigate online attacks”**
- 12 **which was required to be unchecked in settings in order to establish/install remote**
- 13 **connectivity.**
- 14 31. Foley & Mansfield law firm communication email.
- 15 32. Foley & Mansfield law firm’s Immigration partner communication email
- 16 33. Email in 2016 from Trivedi to Foley & Mansfield that law firm failed to mention motion
- 17 to vacate arbitration award at any time which cause Trivedi significant damages, financial loss
- 18 34. Linkedin profile of Sachin kendale
- 19 35. Linkedin profile of Prasad bayi
- 20 36. Part 1- My email in 2013 to Jeff Immelt, John Dineen , Mike Swinford, Jenny
- 21 Schrager, Adam Holden and other senior management
- 22 37. Part 2- My email in 2013 to Jeff Immelt, John Dineen , Mike Swinford, Jenny
- 23 Schrager, Adam Holden and other senior management
- 24
- 25
- 26
- 27
- 28

1 38. Madhuri Trivedi deposition at arbitration

2 39. Bill Barbiuax deposition at arbitration

3 **40. Harvard Medical proposed job offer**

4 **41. Twitter screenshot of cyber security EXPERT Dale Peterson about GEHC's**
5 **vulnerabilities at security conference.**

6 42. Sachin Kendale performance evaluation.

7
8 (Despite as mentioned in exhibit 27 in this complaint that Sachin Kendale wrote query
9 that took 40 minutes to load on screen; Mehring gave him good technical performance
10 rating....40 minute query was just one example..Sachin and other were responsible for
11 200 defects in development for a second project Trivedi was assigned to & told to fix
12 defects sachin & other created—this is not illegal, hostile but violation of human right
13 and pure retaliation of my whistleblower activities)

14
15 **43. My email to US citizenship & services Director Donald neufeld and Donald's**

16
17 **email REPLY about Harvard medical job offer, upcoming arbitration hearing with**
18 **GE, GEHC defect and whistleblowing.** (I already let DHS in Sept 2013 and neufeld
19 April 2014 –any one of the federal agency is fine in any /most of whistleblower
20 retaliation)

21
22 **44. This exhibit was part of my arbitration hearing evidence Customer Missy's complaint**
23 **and madhuri fixed immediately on her SECOND WEEK at GE(hence was making**
24 **waves)where Missy was struggling for months to establish remote connectivity; and none**
25 **of ENGINEERS, ARCHITECTS, PROEJCT LEAD were able to fix Missy and several**
26 **hundred other customer's same issue. Missy testified at arbitration hearing that still**
27
28

1 she is having all kind of other issues that is allowing her to establish remote
2 connectivity and provide service as per service contract.

3 **45. Glen Livermore email about connectivity issue I fixed on my second week; to All**
4 **Service connectivity leaders in NORTH AMERICA and CANADA. Hundred of**
5 **engineers used this solution Trivedi found as temporary fix until multi million**
6 **project replaced InsiteEXC. This led to Trivedi making waves while Gregg Stratton, Nate**
7 **Davis, Bill barbiuax, Sachin Kendale, Dipti Patel and serveral other couldn't find a FIX;**
8 **so their technical INCOMEPTENCIES were EXPOSED in public throughout entire**
9 **GEHC service organization and internal customers.**

10 **46. As GE's version that I didn't get along on Second project; Trivedi informed Dave**
11 **Mehring as GE digital Manager Joe wanted.pdf....This was defective feature produced**
12 **(there were 200 plus such defects in development version)by Nate davis, Gregg Stratton,**
13 **Sachin kendale and others PRIOR to Trivedi joining second project....trivedi was**
14 **assigned to fix it..Trivedi fixed it and after that Gregg Stratton started fighting and**
15 **making intra personal issues while he was being exposed as technically incompetent. And**
16 **david mehring supported Gregg.**

17 **47. Trivedi Document Requests, Interrogatories, Requests for Admission toGEHC at**
18 **arbitration.**

19 **48. GE Healthcare_s Response to Document Requests, Interrogatories, Requests for**
20 **Admission**

21 **49. Part of arbitration; email conversations with HR manager, coworkers about being**
22 **retaliated for cyber security raising issues and other IMPROTANT matters.**

50. Second project at GEHC as stated all issues in complaint; defects created by others (Gregg, Sachin, Nate Davis & others) which Trivedi assigned to test and fix-and already fixed many-; despite was told that Trivedi was not getting along with Gregg who was responsible for creating these defects. –These individuals Gregg, Sachin, Nate Davis & others who developed product with these defects who got good performance review.

Note:-On October 2019 , Trivedi spoke with Joe Purcell Manager of GEIP , Detroit on phone and Joe did confirmed that “Joe Purcell, GEIP had lots of conflicts and disagreements with Greg Stratton and GE Healthcare. And Trivedi worked with him on fixing quality issues, defects, automated testing (second project that GE is blaming Trivedi failed to get along) (as GE has argued that I was transferred into second project); into which GE managers all across country and in outside of USA where writing abusive emails, verbal abusive phone call, infighting and blaming each other –were totally dysfunctional with 1% productivity as for two plus years didn’t produce anything. During my last month GE healthcare gave up what they were doing in my second project and wanted to buy a readymade remote service software from outside company.

Dated: October 28 , 2019



_____,
Madhuri Trivedi- Pro Se

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of first amended complaint and exhibits were served to Attorneys of all the defendants mentioned in ECF no. 1 and first amended complaint ECF 51 are served to their attorneys' electronically on October 28th, 2019 .

Hence **as per** Federal Rule of Civil Procedure 5(b) Service: (1) *Serving an Attorney ; all defendants in ECF 1 and ECF 51 are served.*

As added new parties sued in official capacity; **all added new parties in SECOND AMENDED COMPLAINT are Foley & Mansfield defendants.**

Given that they are sued under official capacity and Foley & Mansfield is represented by law firm Peabody Arnold lawfirm...It has been served to attorney William Covino via Email; **as per** Federal Rule of Civil Procedure 5(b) Service: (1) *Serving an Attorney.*

Hence all newly added parties are served electronically on October 28, 2019 via email to William Covino.

mjt

_____,
Madhuri Trivedi- Pro Se